

SUPERINTENDENT CONTRACT

ARTICLE I PURPOSE

This Contract is entered into between Independent School District No. 656, Faribault, Minnesota, hereinafter referred to as the School District, and Jamie Bente hereinafter referred to as the Superintendent, a legally qualified and licensed superintendent who agrees to perform the duties of the Superintendent of the School District.

ARTICLE II APPLICABLE STATUTE

This Contract is entered into between the School District and the Superintendent in conformance with M.S. 123B.143.

ARTICLE III LICENSE

The Superintendent shall furnish the School Board, throughout the life of this Contract, a valid and appropriate license to act as superintendent in the State of Minnesota as provided by applicable laws, rules, and regulations.

ARTICLE IV DURATION, EXPIRATION, TERMINATION DURING THE TERM, MUTUAL CONSENT, AND CONTINGENCY

Section 1. Duration: This Contract is for a term of three years commencing on July 1, 2022, and ending on June 30, 2025. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent or unless terminated as provided in this Contract.

Section 2. Subsequent Contract:

a. Notice by Superintendent: The notice provisions of this contract shall obligate the School Board only if no later than September 1 immediately prior to the expiration of this contract the Superintendent provides written notice to each member of the School Board calling to the attention of members of the School Board the notice requirements as contained in this section of the Superintendent's contract; provided that if the Superintendent provides this notice after September 1, the November 1 and December 31 deadlines in subparagraphs 2 and 5 shall be extended by the same number of days that the Superintendent's notice is delayed beyond September 1.

b. Preliminary Notice--School Board: In the event, the School Board is contemplating not offering the Superintendent a subsequent contract, the School Board shall give preliminary written notice of such intent not to offer a subsequent contract no later than November 1 immediately preceding the date of expiration of this contract.

c. Request for Meeting: Within ten calendar (10) days after receipt of an intent not to renew as provided in Paragraph b hereof, the Superintendent may request, in writing, a meeting with the School Board to discuss its intentions, the reasons, therefore, and ways in which any concerns of the School Board might be addressed by the parties.

d. Meeting Between the Parties: Upon receipt of such request, the School Board shall within fifteen (15) calendar days hold a meeting with the Superintendent.

e. Final Action--School Board: The School Board shall delay taking final action on a subsequent contract for at least seven (7) calendar days after the meeting between the parties. However, the School Board

shall take final action on a subsequent contract no later than December 31 and shall notify the Superintendent of such action in writing.

f. Effect: The timeline provided herein is intended to provide both the School Board and the Superintendent with an appropriate process to address the subsequent contract issue and is intended to bind both parties unless the parties mutually agree to extend the timeline in writing. The timeline provided herein may be extended by written agreement between the School Board Chair and the Superintendent. In such event, the School Board Chair shall confer with and notify School Board members, in writing, of such extension.

Section 3. Expiration: This Contract shall expire at the end of the term specified in Section 1. above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Superintendent shall cease unless a subsequent Contract is entered into in accordance with M.S. 123B.143, Subd. 1.

Section 4. Termination During the Term: The Superintendent's employment may be terminated during the term of this Contract only for cause as defined in M.S. 122A.40, Subd. 9. and Subd. 13., but, except for purposes of describing grounds for discharge, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the term of this Contract for cause as described in M.S. 122A.40, Subd. 9. or Subd. 13., it shall notify the Superintendent in writing of the proposed grounds for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing to the School Board Chair within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Minnesota Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the striking process as provided by BMS rules. The arbitrator shall conduct a hearing under arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding on the parties, subject to judicial review of arbitration decisions as provided by law. The Superintendent may be suspended with pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided in this section within the fifteen (15)-day calendar period, he/she shall be deemed to have acquiesced to the School Board's proposed action, and the proposed action shall become final on such date as determined by the School Board, and the Superintendent shall have no further claim or recourse.

Section 5. Mutual Consent: This Contract may be terminated at any time by mutual consent of the School Board and the Superintendent.

ARTICLE V DUTIES

The Superintendent shall have charge of the administration of the schools under the direction of the School Board. The Superintendent shall be the chief executive officer of the School District; shall direct and assign teachers and other School District employees under the Superintendent's supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the School District subject to the approval of the School Board; shall select all personnel subject to the approval of the School Board; shall, from time to time, suggest policies, regulations, rules, and procedures deemed necessary for the School District; and, in general, perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the School Board from time to time. The Superintendent shall abide by the policies, regulations, rules, and procedures established by the School Board and the State of Minnesota. The Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings, serve as an ex-officio member of the School Board and all School Board committees, and provide administrative recommendations on each item of business considered by each of these groups.

ARTICLE VI DUTY YEAR AND LEAVES OF ABSENCE

Section 1. Basic Work Year: The Superintendent's duty year shall be for the entire twelve (12)-month contract year, and the Superintendent shall perform duties on those legal holidays on which the School Board is authorized to

conduct school if the School Board so determines. The Superintendent shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Section 2. Vacation: The Superintendent shall earn 25 working days of annual paid vacation each contract year. The Superintendent may carry over up to a maximum of 25 vacation days. The Superintendent may elect to take up to ten (10) days of accrued and unused vacation, as additional salary, at the end of each contract year, on June 30, 2023, June 30, 2024, and June 30, 2025. Upon voluntary termination of employment or expiration of the Contract, if not offered a subsequent Contract, the Superintendent shall be entitled to payment for any unused vacation days earned and accrued pursuant to the provisions of this section.

Section 3. Holidays: The Superintendent shall be entitled to 13 paid holidays as designated by the School Board each Contract year.

- July 4th Holiday - 1 day
- Labor Day - 1 day
- Thanksgiving Break - 2 days
- Christmas Break - 2 days
- New Year's Eve Day - 1 day
- New Year's Day - 1 day
- Designated Spring Break Day - 1 day
- Memorial Day - 1 day
- Floating Holidays - 3 days

Section 4 Sick Leave: The Superintendent shall earn paid sick leave at the rate of 20 days for each year of service in the employ of the School District, which may be accumulated to a maximum of 260 days.

Section 5 Personal Leave. The Superintendent shall be eligible for four (4) days of personal leave days per year. These days shall not carry over and will not be eligible for payment upon separation of employment.

Section 6 Workers' Compensation: Pursuant to M.S. Chapter 176, the Superintendent injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 7 Bereavement Leave: The School District will grant up to five (5) days of Bereavement Leave for a death in the immediate family. Immediate family shall include spouse, children, siblings, parents, grandparents, grandchildren, mother-in-law, father-in-law, nieces, nephews, aunts, uncles, and any relatives living in the same home. The School Board may grant Bereavement Leave for individuals not listed above or extend the leave when deemed necessary.

Section 8 Jury Service: The Superintendent who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 9 Medical Leave: Pursuant to M.S. 122A.40, Subd. 12., the Superintendent shall have a right to a leave of absence for health reasons.

- a. If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long-term disability compensation and has not been suspended or placed on a leave of absence pursuant to M.S. 122A.40, Subd. 12, the Superintendent shall, upon request, be granted a medical leave of absence, without pay, up to one year in duration. The School Board may, in its discretion, extend such leave upon written request. A request for a medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written statement from a physician outlining the condition of health and the estimated time at which the Superintendent is expected to be able to resume normal responsibilities. The Superintendent, when on a medical leave of absence, is eligible to continue

to participate in group insurance programs as permitted under the insurance policy provisions, but the Superintendent shall pay to the School District the entire premium for such programs as the Superintendent wishes to retain commencing with the beginning of the leave. If the medical leave of at least one full year is granted pursuant to this section, the Superintendent voluntarily waives any right to a leave of absence to which the Superintendent might otherwise be entitled pursuant to M.S. 122A.40, Subd. 12.

ARTICLE VII INSURANCE

Section 1. Health and Hospitalization and Dental Insurance: The School District shall provide the Superintendent and the Superintendent's dependents with health and hospitalization and dental insurance coverage under the School District's group health and hospitalization and dental insurance plans by paying the annual premium in equal semi-monthly installments. The School District shall also contribute up to the sum of \$7,000 per year annum toward the Superintendent's HSA.

Section 2. Life Insurance: The School District shall provide, at its own expense, term life insurance for the Superintendent providing two and one-half (2 ½) times the Superintendent's annual salary payable to the Superintendent's named beneficiary.

Section 3. Long-Term Disability Insurance: The School District shall provide, at its own expense, long-term disability insurance for the Superintendent under the School District's group long-term disability insurance plan.

Section 4. Liability Insurance: The School District shall provide, at the School District's expense, liability insurance naming the Superintendent as an insured, along with the School District, in an amount not less than which is required by law for the School District.

Section 5. Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in this article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in this article.

Section 6. Reopen Contract Clause. In the event this contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Contract between the parties that eliminate or reduces penalties, fees, or fines to be assessed against the School District. The amount of any reduction in the School District's contribution toward the Superintendent's healthcare benefits as a result of addressing the 'highly compensated employee component of the ACA will be placed into another School District provided benefit(s) (i.e., a retirement HRA, salary, etc.) as agreed upon between the parties.

ARTICLE VIII OTHER BENEFITS

Section 1. Tax-Sheltered Annuities: The Superintendent is eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, M.S. 123B.02, Subd. 15., School District policy, and as otherwise provided by law.

a. Contribution Amount. The School District agrees to contribute up to \$5,000 as an annual match in equal contributions per year to a 403b at the Superintendent's discretion. The parties agree to follow all state and federal regulations controlling this program. The Superintendent reserves the right to contribute less than the above amounts per year and acknowledges the School District's contribution will be equal to the Superintendent's contribution up to the amount listed above.

Section 2. Automobile Allowance. The School District shall provide the Superintendent with a monthly allowance of \$300 for business use of the Superintendent's private automobile, pursuant to M.S. §471.665, Subd. 3.

Section 3. Conferences and Meetings. The School District shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings with other educational agencies when such

attendance is required, directed, or permitted by the School Board. The Superintendent shall periodically report to the School Board relative to meetings and conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by School Board policy and law.

Section 4. Health Care Savings Plan. The School District shall contribute on behalf of the administrator, an amount equal to 1.00% of his/her gross salary to a health care savings account administered by the State of Minnesota Retirement System.

ARTICLE IX SALARY

The Superintendent shall be paid an annual salary of \$170,000 for the 2022-2023 Contract year, \$174,250 for the 2023 - 2024 Contract year, and \$178,606 for the 2024 - 2025 Contract year. During the term of this Contract, the annual salary may be modified but shall not be reduced. The annual salary shall be paid in 24 equal installments during the contract year.

ARTICLE X EVALUATE PERFORMANCE

The School Board shall oversee, direct, and evaluate the Superintendent's performance as the School Board sees fit.

ARTICLE XI OTHER PROVISIONS

Section 1. Outside Activities: While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, he/she may also serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the School Board, such activities do not impede the Superintendent's ability to perform the duties of the superintendency. However, the Superintendent may not engage in other employment, consultant service, or other activity for which a salary, fee, or honorarium is paid without the prior approval of the School Board.

Section 2. Indemnification and Provision of Counsel: In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with his/her employment and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify the Superintendent to the extent provided by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District in this regard shall be subject to the limitations as provided in M.S. Chapter 466.

Section 3. Professional Development:

a. Professional Dues. The Superintendent is encouraged to belong to and participate in appropriate professional and educational organizations where such membership will serve the best interests of the School District. The School District will pay the Superintendent's membership in the following professional organizations: Minnesota Association of School Administrators (MASA) and the American Association of School Administrators (AASA).

b. Expense Reimbursement. The School District will reimburse the Superintendent for expenses related to attendance at conferences and meetings associated with the Superintendent's duties as are required, directed, or permitted by the School Board. The Superintendent shall present appropriate expense statements for approval and reimbursement pursuant to School District policy.

c. Professional Growth. The Superintendent shall be eligible for a maximum of \$1,500 annually for professional growth. Such activities require School Board approval, and the annual allocation shall not be carried forward from one year to the next.

Section 4. Severance Pay:

a. Terms and Conditions. Upon completion of five (5) years of service in the School District, the Superintendent

shall be eligible for severance pay upon termination of employment in an amount representing 120 days at the daily pay rate as determined by the Superintendent's salary at the time of the employment separation. Recognizing that this benefit will not occur during the term of this contract, the parties agree that funding of this benefit shall be set forth in the subsequent contract between the Superintendent and the School District, which may utilize such vehicles as agreed upon by the parties.

- b. Payment upon Death. If the Superintendent dies after separation, but before all or a portion of the severance pay has been disbursed, the balance due shall be paid to the Superintendent's named beneficiary or lacking one, to the Superintendent's estate.

Section 5 Calculation: Wherever it is necessary to calculate a per diem salary for the purposes of this contract, the per diem salary shall be arrived at by dividing the base salary as provided in Article IX by 260.

ARTICLE XII
SEVERABILITY

The provisions of this Contract shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application of any provision thereof.

IN WITNESS WHEREOF, I have subscribed my signature this 31 day of March, 2022.

Jam Bente
Superintendent

IN WITNESS WHEREOF, we have subscribed our signatures this ___ day of _____, 20__.

[Signature]
School Board Chair
Cassie Feeney
School Board Clerk