

## SUPERINTENDENT CONTRACT

### ARTICLE I PURPOSE

This Contract is entered into between Independent School District No. 47, Sauk Rapids, Minnesota, hereinafter referred to as the School District, and Mr. Aaron Sinclair, 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 3 years commencing on July 1, 2018, and ending on June 30, 2021. 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. 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. Six (6) to (nine) months prior to the expiration of this Contract, at the Superintendent's written request, the School board shall conduct a performance evaluation of the Superintendent pursuant to M.S. 13D.05, Subd. 3.

Section 3. 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 4. Mutual Consent: This Contract may be terminated at any time by mutual consent of the School Board and the Superintendent.

Section 5. Contingency: If this Contract is a subsequent Contract entered into prior to the completion of an existing Contract, this subsequent Contract is contingent upon the Superintendent completing the terms of the existing Contract.

#### 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 years, 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 twenty-five (25) working days of annual paid vacation each Contract year. The Superintendent may be reimbursed for a maximum of five (5) days of unused vacation annually. Unused vacation must be taken within six (6) months after the end of the Contract year in which it is earned. Upon voluntary termination of employment, the Superintendent shall be entitled to payment for any unused vacation days earned and accrued pursuant to the provisions of this section; however, if the Superintendent is involuntarily terminated, he/she shall not be entitled to unused earned and accrued vacation days.

**Section 3. Holidays:** The Superintendent shall be entitled to 11 paid holidays as designated by the School Board each Contract year.

New Year's Day  
Presidents' Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day

Thanksgiving  
Day after Thanksgiving Day  
Day before Christmas Day  
Christmas Day  
Day before New Year's Day

**Section 4. Sick Leave:** The Superintendent shall earn paid sick leave at the rate of one and one half (1½) day(s) each working month, and earned sick leave may accumulate to a maximum of 175 days. Upon voluntary termination of employment, the Superintendent shall be entitled to payment for any unused sick leave days earned and accrued pursuant to the provisions of this section; however, if the Superintendent is involuntarily terminated, he/she shall not be entitled to unused earned and accrued sick leave days.

**Section 5. Personal Leave:** The Superintendent shall be granted five (5) days of paid personal leave each year, which shall be deducted from sick leave.

**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 Superintendent shall be granted up to five (5) days bereavement leave for a death within the Superintendent's immediate family. Three (3) of the five (5) days will be paid without any deduction. Up to two (2) additional days with deduction from his sick days may be granted by the School Board Chair. The time utilized shall be in an amount to be determined after conferring with the School Board Chair. Days utilized will not be deducted from the Superintendent's sick leave. "Immediate family" is defined as the Superintendent's spouse, child, parent, brother, sister, and parent of spouse.

**Section 8. Emergency Leave:** The Superintendent may be granted paid emergency leave at the discretion of the School Board.

**Section 9. 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 10. Military Leave:** Military leave shall be granted pursuant to applicable law.

**Section 11. Medical Leave:**

a.) Pursuant to M.S. 122A.40, Subd. 12., the Superintendent shall have a right to a leave of absence for health reasons.

b.) 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 leave of absence pursuant to M.S. 122.40, Subd. 12, the Superintendent shall, upon request, be granted a medical leave of

absence up to one (1) year in duration without pay. The School Board may, in its discretion, extend such a leave upon written request. A request for 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 estimated time at which the Superintendent is expected to be able to resume normal responsibilities. If medical leave of at least one (1) 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. 122.40. Subd. 12.

**Section 12. Insurance Application:** A Superintendent on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The Superintendent shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance. In the event the Superintendent is on paid leave from the School District under Section 4. above or supplemented by sick leave pursuant to Section 5. above, the School District will continue insurance contributions as provided in this Contract until sick leave is exhausted. Thereafter, the Superintendent must pay the entire premium for any insurance retained.

## ARTICLE VII INSURANCE

**Section 1. Health and Hospitalization:** The School District shall provide the Superintendent and the Superintendent's dependents with health and hospitalization insurance coverage under the School District's group health and hospitalization insurance plans at the expense of the School District.

The School District shall make an annual contribution to the Superintendent's restricted Health Reimbursement Account (HRA) established in accordance with the provisions of the District's HRA Plan document and IRS code. Contributions in the 2018-2019, the 2019-2020, and the 2020-2021 contract years shall be in the sum of \$5,000 each year. Balances will be held in the "pool" established on behalf of the Superintendent and managed by the District.

**Section 2. Self Insured Dental Program:** The School District shall provide the Superintendent and the Superintendent's dependents with dental insurance coverage under the School District's dental insurance plan at the expense of the School District.

**Section 3. Life Insurance:** The School District shall provide, at its own expense, term life insurance for the Superintendent under the School District's group term life insurance plan up to \$500,000, payable to the Superintendent's named beneficiary(ies).

According to the Internal Revenue Service rules, the amount of School District premium contribution that pays for life insurance coverage in excess of \$50,000 is considered taxable income, so the School District should be certain that it is reporting that contribution as such, and the Superintendent needs to know why that amount is being reported.

**Section 4. 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. Coverage shall be for 2/3 of actual salary after a sixty (60)-day waiting period.

**Section 5. Eligibility:** The eligibility of the Superintendent and the Superintendent's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this article.

**Section 6. Highly Compensated Employee:** 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 eliminates 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.

**Section 7. 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.

#### 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.

**Section 2. Vehicle:** The School District shall compensate the Superintendent for business use of his/her private vehicle at the maximum allowable IRS rate per mile pursuant to M.S. 471.665, Subd. 1.

**Section 3. Phone:** The School District shall provide the Superintendent a \$100 per month allowance for the purchase and maintenance of a cell phone and cell phone plan of the Superintendent's choice. The cell phone number will be made available to the District Office, administrative team, and the School Board. This allowance will be taxed according to applicable laws.

**Section 4. 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 all 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 5. Deferred Compensation Program:** The School District shall contribute a sum of \$6,000 each contract year toward an approved state deferred compensation program, which shall be matched with a sum of up to the School District's contribution or greater by the Superintendent, or as provided by law.

ARTICLE IX  
SALARY

The Superintendent shall be paid an annual salary of \$168,000 for the 2018-2019 Contract year, \$171,500 for the 2019 - 2020 Contract year, and \$175,000 for the 2020 - 2021 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 twenty-four (24) equal installments during the Contract year.

ARTICLE X  
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. Dues: The Superintendent is encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues for such organizations as are required, directed, or permitted by the School Board. The Superintendent shall present appropriate statements for approval as provided by law.

Section 4. National Convention: The Superintendent may, with School Board approval, attend a national convention two (2) out of every four (4) years. Expenses paid will be for the Superintendent only, and will include:

- a.) Round-trip transportation
- b.) Per diem allowance for meals and incidentals
- c.) Lodging expenses
- d.) Registration fee

Section 5. One-Time Moving Allowance: The Superintendent shall be reimbursed up to \$9,000 for expenses related to relocation to the school district based on itemized receipts.

ARTICLE XI  
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  
subscribed  
my signature this 26 day of  
February, 2018.

Harold Smclair  
Superintendent

IN WITNESS WHEREOF, we have  
our signatures this 26 day of  
February, 2018.

Mark Hall  
School Board Chair

Lisa J. Brown  
School Board Clerk