

# INDEPENDENT SCHOOL DISTRICT NO. 750

## SUPERINTENDENT'S CONTRACT

The School Board of Independent School District No. 750, Cold Spring, Minnesota, ("the School District") enters into this agreement with Kevin Enerson ("the Superintendent"), a legally qualified and licensed Superintendent, who agrees to perform the duties of Superintendent of Schools of the School District. The School District and the Superintendent agree as follows:

- I. Applicable Statute: This agreement is entered into between the School District and the Superintendent in conformance with Minnesota Statutes Section 123B.143.
- II. Licensure: The Superintendent shall furnish throughout the life of this contract a valid and appropriate license to act as Superintendent in the State of Minnesota as provided by applicable state laws, rules, and regulations.
- III. Duration, Expiration, Termination, Mutual Consent and Contingency:
  1. Duration: This contract is for a term of three years from July 1, 2023, and ending June 30, 2026. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent, or unless terminated or extended as provided herein.
  2. Expiration: This contract shall expire at the end of the term specified in Section III, 1 above. At the conclusion of its term or any extension thereof, neither party shall have any further claims against the other, and the School District's employment of the Superintendent shall cease, unless a subsequent Contract is entered into in accordance with Minnesota Statutes Section 123B.143.
  3. Termination During the Term: The Superintendent's employment may be terminated during the term of this contract upon the grounds for termination set forth in Minnesota Statutes Section 122A.40, Subdivisions 9 and 13. Except for purposes of describing grounds for discharge, the provisions of Minnesota Statutes Section 122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the contract term for cause as defined in Minnesota Statutes Section 122A.40A, Subdivisions 9 or 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 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 arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules within twenty (20) days of receipt of the list by both parties. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal 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 herein within the fifteen (15) calendar day period, the Superintendent 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.

4. Mutual Consent: This contract may be terminated at any time by the parties by mutual consent.
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.

IV. 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 Board; shall direct and assign teachers and other employees of the schools 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 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, except as provided by law, serve as an ex-officio member of the School Board and all committees and provide administrative recommendations of each item of business considered by each of these groups.

V. Duty Year and Leaves:

1. Basic Work Year: The Superintendent's duty year shall be for the entire year as provided herein and the Superintendent shall perform services on those legal holidays on which the School District 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.

2. Vacation: The Superintendent shall earn twenty five (25) working days of annual paid vacation for each contract year. 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 employer 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.

3. Holidays: The Superintendent shall be entitled to 11 paid holidays each contract year as designated by the School Board. The holidays are as follows:

New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, and one (1) floating holiday. If a listed holiday falls on a Saturday, then the preceding Friday is the holiday and if a holiday falls on a Sunday, then the following Monday shall be the holiday.

4. Sick Leave: The Superintendent shall earn paid sick leave at the rate of 13 days for each year of service, which may be accumulated to a maximum of 234 days. The Superintendent may use sick leave benefits for absences due to an illness of a sick child, or other relative, as defined in Minnesota Statute; on the same terms the Superintendent is able to use sick leave benefits for the Superintendent's own illness or injury.

5. Workers' Compensation: Pursuant to Chapter 176 of the Minnesota Statutes, the Superintendent injured on the job in the services 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.

6. Bereavement Leave: The Superintendent shall be granted bereavement leave for a death within the Superintendent's immediate family. The time utilized shall be in an amount to be determined after conferring with the School Board Chair. Days utilized will be deducted from the Superintendent's sick leave. "Immediate family" is defined as the Superintendent's spouse, child, parent, brother, sister or other relative who was living in the same household as the Superintendent.

7. Emergency Leave: The Superintendent may be granted paid emergency leave at the discretion of the School Board. All emergency days used will be deducted from sick leave.

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.
9. **Medical Leave:** Pursuant to Minnesota Statutes Section 122A.40, subdivision 12, the Superintendent shall have a right to a leave of absence for health reasons.

**VI. Insurance:**

1. **Health and Hospitalization:** The school district shall select the insurance plan and the carrier. The school district shall contribute the following amounts for health and hospitalization insurance:

District Monthly Premium Contribution	July - December 2023	January - December 2024	January - December 2025	January - July 2026
Single Coverage	\$ 760.00	\$ 835.00	\$ 920.00	\$1,010.00
Family Coverage	\$ 2,100.00	\$ 2,310.00	\$2,540.00	\$2,790.00
Employee plus Spouse	\$ 1,575.00	\$ 1,730.00	\$1,900.00	\$2,090.00
Employee plus Child(ren)	\$ 1,350.00	\$ 1,485.00	\$1,630.00	\$1,790.00

Any additional cost of the premium shall be paid for by the Superintendent through payroll deduction.

If the Superintendent chooses a high-deductible plan, he will receive the following monthly district contribution into a VEBA/health care savings account:

District Monthly VEBA/HSA Contribution	
Single Coverage	\$ 250.00
Family Coverage	\$ 500.00
Employee plus Spouse	\$ 500.00
Employee plus Child(ren)	\$ 500.00

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 Affordable Care Act (ACA) will be placed into another School

District provided benefit(s) (i.e., a retirement HRA, salary, etc.) as agreed upon between the parties.

2. **Long Term Disability Insurance:** The School District shall provide, at School District expense, long term disability coverage for the Superintendent in the School District's group plan.
3. **Term Life Insurance:** The School District shall provide, at School District expense, a term life insurance policy or policies in the amount of \$100,000, the carrier or carriers to be selected by the School District.
4. **Liability Insurance:** The School District shall provide, at School District expense, liability insurance in an amount not less than that which is required by law for the School District.
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.
5. **Claims Against the School District:** It is understood that the School Districts only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

**VII. Other Benefits:**

1. **Tax Sheltered Annuities:** The Superintendent will be eligible to participate in a tax sheltered annuity plan through payroll deduction established pursuant to Section 403 (b) of the Internal Revenue Code, Minnesota Statutes Section 123B.02, Subdivision 15, and School District policy. The School District shall provide a matching contribution up to \$5,000 annually pursuant to Minnesota Statutes Section 356.24 to the tax-sheltered annuity. Contributions as provided in this Section shall be in addition to the annual base salary of the Superintendent.
2. **Automobile:** The Superintendent shall be compensated at the current non-taxable IRS mileage allowance for business use of the Superintendent's private automobile.
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 attendance thereof is required, directed, or permitted by the School Board. The Superintendent shall advise the School Board of all meetings and conferences that the Superintendent will be attending and shall periodically report to the School Board relative to all meetings and conferences attended. The Superintendent, with prior School Board approval, shall be allowed to attend one national educational conference per year at the School District expense. The Superintendent shall file itemized expense statements to be processed and approved as provided by law.

VIII. Salary and Evaluation:

1. Salary: The Superintendent's annual salary shall be \$156,000 for the 2023-24 school year, \$160,000 for 2023-24, and \$164,000 for 2024-25. The annual salary may be modified, but shall not be reduced, during the term of this contract. The salary shall be paid in 24 equal installments during the contract year.
2. Evaluation: The School Board shall oversee, direct and evaluate the Superintendent's performance as the School Board sees fit.

IX. Other Provisions:


1. Outside Activities: While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, the Superintendent may serve as a consultant to other School Districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Superintendent's ability to perform the duties of Superintendency. The Superintendent shall 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.
2. Indemnification and Provisions 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 the Superintendent's employment, and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted 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 herein shall be subject to the limitations as provided in Minnesota Statutes Chapter 466.
3. Dues: The Superintendent is encouraged to belong to and participate in appropriate professional educational and civic organizations where such membership will serve the best interests of the School District. These would

include, but are not limited to: the Minnesota Association of School Administrators, the National Association of School Administrators, and ASCD Supervision/Curriculum. Accordingly, the School District will pay such membership dues for organizations as are required, directed, or permitted by the School Board. The Superintendent shall present appropriate statements for approval as provided by law.


- X. Severability: If any provision of this contract is held to be invalid by operation of law the remainder of the contract shall not be affected thereby and shall remain in full force and effect.

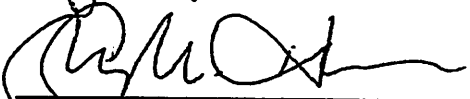
This contract shall be effective only upon signatures of the Superintendent and the Officers of the School Board after authorization for such signatures by the Officers is given by the School Board in appropriate action recorded in its minutes.

IN WITNESS WHEREOF, I have subscribed my signature this 28<sup>th</sup> day of February, 2023.

  
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SUPERINTENDENT

IN WITNESS WHEREOF, we have subscribed our signatures this 21 day of Feb, 2023.

  
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CHAIR

  
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CLERK