



Independent School District No. 51
FOLEY PUBLIC SCHOOLS

"Helping Students Succeed Every Step of the Way"



SUPERINTENDENT CONTRACT

ARTICLE I

PURPOSE

This Contract is entered into between **Independent School District No.51, Foley Public Schools**, Minnesota, hereinafter referred to as the School District, and **Paul Neubauer**, 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, SUBSEQUENT CONTRACT, EXPIRATION, TERMINATION DURING THE TERM, MUTUAL CONSENT, AND CONTINGENCY

Section 1. Duration:

This Contract is for a term of three (3) years commencing on **July 1, 2021, and ending on June 30, 2024**. 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:

Subd. 1. 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 his/her attention the notice requirements as contained in this section; provided that, if the Superintendent provides this notice after September 1, the deadlines in Subd. 2. and Subd. 5. below shall be extended by the same number of days that the Superintendent's notice is delayed beyond September 1.

Subd. 2. Preliminary Notice – School Board: In the event the School Board is contemplating not offering the Superintendent a subsequent Contract, the School Board shall give the Superintendent preliminary, written notice of such intent not to offer a subsequent Contract no later than November 1 immediately preceding the expiration date of this Contract.

Subd. 3. Request for Meeting: Within ten (10) calendar days after receipt of an intent not to offer a subsequent Contract as provided in Subd. 1. above, the Superintendent may request, in writing, a meeting with the School Board to discuss its intentions, the reasons therefor, and ways in which concerns of the School Board might be addressed.

Subd. 4. Meeting Between the Parties: Upon receipt of the request noted in Subd. 3. above, the School Board shall, within fifteen (15) calendar days, hold a meeting with the Superintendent.

Subd. 5. 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.

Subd. 6. Effect: The time line provided in this article 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.

Section 6. 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 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 twenty-five (25) working days of annual paid vacation each Contract year, July 1 to June 30). The Superintendent may carryover fifteen (15) days of unused vacation per year not to exceed forty-five (45) days. The Superintendent will not use vacation during any staff development / in-service days. If the Superintendent has unused vacation days from this annual allotment at the end of a contract year, the Superintendent may request a day's pay for each unused vacation day up to a maximum of fifteen (15) days. Such pay, if any, will be based upon the Superintendent's daily rate of pay, which shall be determined by dividing the Superintendent's applicable annual salary as stated in Article IX divided by 240 days. 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 to a maximum of forty-five (45) days; however, if the Superintendent is involuntarily terminated, he shall not be entitled to unused earned and accrued vacation days.

Section 3. Personal Leave: The Superintendent may be granted two (2) days of personal leave per year for reasons, which cannot be taken care of during non-working hours. Unused personal leave days shall not accumulate from year-to-year.

Section 4. Holidays: The Superintendent shall be entitled to twelve (12) paid holidays as designated by the School Board each Contract year. (New Years Day, President Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, one floating holiday)

Section 5. Sick Leave: The Superintendent shall earn paid sick leave at the rate of twelve (12) day(s) each year of the contract, and earned sick leave may accumulate to a maximum of ninety (90) days.

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. Short-Term Bereavement Leave: A leave of absence without loss of pay not to exceed five (5) days shall be granted for death in the immediate family, provided however, that under very unusual circumstances the Board Chair may, at his/her discretion, grant a reasonable extension of such leave of absence. Such leave of absence shall be deducted from the employee's accumulated sick leave.

The immediate family shall be defined as including the employee's spouse, children, grandchildren, and the employee's and/or spouse's father, mother, grandparents, brother, sister, daughter-in-law, son-in-law or relative residing in the same household.

A leave of absence without loss of pay not to exceed five (5) days may be granted by the Board Chair for the death of someone whom the Superintendent has a close relationships who is not included within the definition of "immediate family. Under very unusual circumstances the Board Chair may, at his/her discretion, grant a reasonable extension of such leave of absence. Such leave of absence shall be deducted from the Superintendent's accumulated sick leave.

Section 8. Military Leave: Military leave shall be granted pursuant to applicable law.

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.

Section 10. 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 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/Dental:

The School District shall, for the Superintendent and his/her dependents, pay up to and \$19,400 for 2021-2022, \$15,900 for 2022-2023, and \$12,400 for 2023-2024 year, for the Health/Hospitalization insurance plan, either single or family as determined by the Superintendent. The balance of the premium shall be paid by the Superintendent through payroll deduction. The difference in the actual cost and agreed upon dollar amount will be a contribution monthly to a Select Account.

The School District shall, for the Superintendent and his/her dependents, pay up to \$1,379 each contract year for the Dental insurance plan, either single or family as determined by the Superintendent. The balance of the premium shall be paid by the Superintendent through payroll deduction.

Section 2. 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 in the face amount of **\$200,000**, payable to the Superintendent's named beneficiary(ies).

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 carry a general liability policy as required by Minnesota Statutes.

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

Section 2. 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.

The School District shall pay up to **\$1,250** per year towards National Conventions, and **\$1,250** per year towards a cell phone. The Superintendent shall file itemized expense statement documenting these expenditures to be processed and approved as provided by School Board policy and law.

Section 3. Vandalism: The district will reimburse the Superintendent out of pocket expenses for vandalism to a personal vehicle parked on school property up to **\$500.00**.

ARTICLE IX SALARY

The Superintendent shall be paid an annual salary of \$146,763.00 for the contract year 2021-2022, \$150,263.00 for 2022-2023, and \$153,763.00 for 2022-2023. The annual salary shall be paid in 24 equal installments during the Contract year.

ARTICLE X OTHER PROVISIONS

Section 1. Outside Activities: 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 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. Other Applicable Provisions:

Subd. 1. 403(b) Match Program

The employee may elect to participate in the 403(b) annuity matching program pursuant to the annuity plan requirements in effect at the beginning of the plan year. The District matching contribution to the employee participating in the 403(b) annuity matching program shall be a maximum of \$6,000 for 2021-2022, \$7,000 for 2022-2023, and \$8,000 for 2023-2024 contract years.

The District's matching contribution will be dollar-for dollar as required under Minnesota Statutes Section 356.24 up to the annual maximum match set forth above, subject to the maximum career District contribution of \$40,000. The annual limit on the amount individual employees may contribute to his 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated there under.

Approved Plans: The District will make matching contributions only to annuity plans offered by vendors who participate in the District's payroll deduction program and have an information sharing agreement on file with the District.

Election: In order to participate, the Superintendent must make application for participation, stating the amount of contribution, in the 403(b) annuity matching program by July 30, 2015 and by June 1 of each contract year thereafter. Once an eligible employee elects to participate in the 403(b) annuity matching program, said election is irrevocable for the contract year and will continue each subsequent year unless modified by the employee who must notify the District and annuity carrier of the change in 403(b) contribution amount.

Death of an employee Participant: If an employee participant dies before retirement, the employee's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his estate.

Applicable Laws: The 403(b) annuity matching program of Independent School District No. 51 is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 356.24 and the Internal Revenue Code. 26 U.S.C. 403(b).

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 my signature this 16 day of
Nov, 2020.

Paul Newman
Superintendent

IN WITNESS WHEREOF, we have
subscribed our signatures this 13 day of
Nov, 2020.

Vali D. Kim
School Board Chair
Sharon Kipka
School Board Clerk

