

SUPERINTENDENT'S CONTRACT

The School Board of Independent School District No. 690, Warroad, Minnesota, enters into this contract with Craig Oftedah, 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 contract is entered into between the School District and the Superintendent in conformance with Minn. Stat. 123B.143, Subd. 1.

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, Subsequent Contract, Expiration, Termination During the Term, Mutual Consent and Contingency:

1. Duration.

This contract is for a term of 3 years commencing July 1, 2012, and ending June 30, 2015. It shall remain in full force and effect unless modified by mutual consent of the School Board and Superintendent, or unless terminated as provided herein.

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 the his section of the Contract; provided that if the Superintendent provides this notice after September 1, the November 1 and December 31 deadlines in subparagraphs b and e shall be extended by the same number of days that the Superintendent's notice is delayed by September 1.
- b. Preliminary Notice—School Board: In the event that 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 an event, the School Board Chair shall confer with the notify School Board members, in writing, of such an extension.

3. Expiration.

This contract shall expire at the end of the term specified in Section III hereof. 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. 123.B.143, Subd.1.

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, Subds. 9 or 13. 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 contract term for causes as described in M.S. 122A.40, Subds. 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 Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. 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 fifteen (15) calendar days, it shall be deemed acquiescence by the Superintendent 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.

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

IV. Duties:

The Superintendent shall have charge of the administration of the school 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 Department of Education. The Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings, serve as an ex-officer member of the School Board and all School Board committees and provide administrative recommendations on each item of business considered by each these groups.

V. Duty Year and Leaves:

1. Basic Work Year.

The Superintendent's duty year shall be for the entire 12-month contract 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 27 working days each year of the contract. Unused vacation may be carried over. At the end of each year, unused vacation days up to five days, shall be paid at the daily rate of pay based on a 260 day contract. Upon termination of employment,

the Superintendent shall be entitled to payment for any unused vacation days accrued and earned pursuant to the provisions of this paragraph.

3. Holidays.

The Superintendent shall be entitled to 11 paid holidays each contract year as designated by the School Board. The holiday are as follows: Independence Day, Labor Day, Veterans Day Observed, Thanksgiving Day and the Friday after, Christmas Eve Day, Christmas Day, New Year's Day, President's Day (unless school is in session), Good Friday and Memorial Day.

4. Sick Leave.

The Superintendent shall earn paid sick leave at the rate of 14 days each year, which may be accumulated to a maximum of 130 days. Days earned to date are recognized. Upon separation of duty initiated by the board, the superintendent shall be paid for any unused sick leave at 40% of superintendent current daily rate of pay based on a 260 day contract for each day not used. If initiated by the superintendent, the rate would be 20%.

5. Emergency Leave.

The Superintendent may be granted paid emergency leave during the contract year at the discretion of the School Board. The time utilized shall be in a reasonable amount and shall be determined after conferring with the Board Chair, who will notify the other Board Members. Day utilized shall be deducted from sick leave.

6. Bereavement Leave.

The Superintendent shall be granted bereavement leave for a death with the Superintendent's immediate or close family. The time utilized shall be in a reasonable amount and shall be determined after conferring with the School Board Chair, who will notify the other Board Members. Days utilized will be deducted from sick leave.

7. Medical Leave.

- a. The Superintendent and School District agree to incorporate by reference and be bound by the provisions of M.S. 122A.40, Subd. 12 relating to suspension and 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. 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 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. The Superintendent, when on 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 the entire premium for such programs as the Superintendent wishes to retain commencing with the beginning of the leave. If 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.

VI. Insurance.

1. Health and Hospitalization.

The School District shall provide the Superintendent and Superintendent's dependents with health and hospitalization insurance coverage for the Superintendent under the District's group plan at the expense of the District. The plan shall be the \$500 deductible or comparable plan for the duration of this contract.

2. Liability Insurance.

The School District shall provide, at School District 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.

3. Claims Against the School District.

The eligibility of the Superintendent, or the Superintendent's dependents or beneficiary, for the insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's 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 of 1986, Minnesota Statutes, Section 123.02, Subd. 15, and School District policy, and as otherwise provided by law. The Superintendent shall be eligible for a District match up to \$3,000 per year for a 403b plan under the provisions of this section.

\$3,000 per year for a 403b plan under the provisions of this section.
WAS \$2,000

2. Automobile.

The School District shall compensate the Superintendent for business use of the Superintendent's private automobile at the District's rate per mile according to District policy. The use of a school owned vehicle while on school business is preferred.

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 periodically report to the School Board relative to meetings and conference attended. Out of state national conferences shall have the prior approval of the Board. The Superintendent shall file itemized expense statements to be processed and approved as provided by law.

4. Professional Growth.

The School District shall pay \$1000 annually or an accumulative of \$3000 over 3 years toward the cost of attending a national conference/workshop/classes associated with his/her position.

VIII. Salary:

* INCREASE OF 1.3% PER YEAR

The Superintendent shall be paid an annual salary of: ^{*}~~\$117,508~~ for the 2012-2013 school year; ^{*}~~\$119,036~~ for the 2013-2014 school year; ^{*}~~\$120,583~~ for the 2014-2015 school year. The annual salary may be modified, but not reduced, during the term of the contract. The salary shall be paid in equal installments during the contract year as per District payroll policy.

IX. Other Provisions.

5. 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 the Superintendent. 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.

6. 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 the Superintendent's employment, and the Superintendent is acting within the scope of the 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.

7. 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. Accordingly, the School District will pay such membership dues for State and National professional and education organizations as are required, directed, or permitted, by the School Board. The Superintendent shall present appropriate statements for approval as provided by law.

8. Other Applicable Provisions.

a. Superintendent Evaluation

UPDATED TO NEW POLICY

The Superintendent shall be evaluated on a formal basis on or May 1st each year of the contract. The basic instrument shall be driven in conjunction with Policy 304.

b. Goals and Objectives

The Board shall determine goals and objectives for the Superintendent for the each school year on or about May 1 or at a date determined by the Board. The Superintendent and Board shall determine the goals, objectives and measurement criteria for the following school year. The goals and objectives shall be subject to Board approval. The goals and objectives shall be part of the evaluation process.

c. Duration of Insurance Contribution

Upon retirement under TRA and from the Warroad District, the Superintendent is eligible for single health insurance coverage at the expense of the District under the District's plan until Medicare eligible. The Board wishes to pursue a VEBA or other mechanism in lieu of this provision.

d. The Superintendent shall have a comprehensive medical examination not less than once every 2 years. A summary document from the physician certifying the fitness of the Superintendent to perform the duties of the position shall be provided to the School Board Chair. The cost of said examination not covered by the insurance program of the School District shall be paid by the School District.

X. Severability:

If any provisions 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 of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes.

IN WITNESS WHEREOF, I have
subscribed my signature the _____
day of _____, 2012.

Superintendent

IN WITNESS WHEREOF, I have
subscribed my signature the _____
day of _____, 2012.

Chair

Clerk