
FRIDLEY INDEPENDENT SCHOOL DISTRICT 14
SUPERINTENDENT CONTRACT
2021-2024

ARTICLE I
PURPOSE

This Contract is entered into between Independent School District No. 14, Fridley, Minnesota, hereinafter referred to as the School District, and Dr. Kim Hiel, 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.

The School District and the Superintendent agree as follows:

ARTICLE II
APPLICABLE STATUTE

This Contract is entered into between the School District and the Superintendent in conformance with Minn. Stat. § 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, 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:

- 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 b and e 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 therefor, 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 Minn. Stat. §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 Minn. Stat. §122A.40, Subd. 9. and Subd. 13., but, except for purposes of describing grounds for discharge, the provisions of Minn. Stat. §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 Minn. Stat. §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 240 hours (30 working days) of annual paid vacation each Contract year. 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 not to exceed a total of 400 hours (50 days). The rate of pay shall be based on the value of the duty day defined as Superintendent base salary, at the time such calculation is being made, by two hundred sixty (260) days.

Section 3. Holidays: The Superintendent shall be entitled to 12 paid holidays as designated below:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

Section 4. Sick Leave: The Superintendent shall earn paid sick leave at the rate of 120 hours (15 days) each year and may be accumulated to a maximum of 45 days. There shall be no compensation for unused sick leave upon termination of employment.

Section 5. Workers' Compensation: Pursuant to Minn. Stat. §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 6. Bereavement Leave: The Superintendent shall be granted up to five (5) days of bereavement leave each year. Additional days may be granted at the discretion of the School Board Chair.

Section 7. Personal Leave: Up to 24 hours (3 days) may be granted each year for personal business of the Superintendent; personal leave days do not accumulate from year to year. Personal leave is not to be depleted from vacation or sick leave.

Section 8. Discretionary Leave: Acknowledging the Superintendent as a professional, the Board agrees that, since the Employees work year does not provide flexibility, the Superintendent may take up to three (3) days discretionary leave each year. There are no restrictions on the purposes for the use of discretionary leave. Discretionary leave days do not accumulate from year to year. Discretionary leave is not to be depleted from vacation or sick leave.

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. Disability: If the Superintendent is unable to perform his/her regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School Board shall provide additional paid sick leave at a salary equal to 30 percent of the Superintendent's regular salary until the expiration of the waiting period for long-term disability insurance.

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

Section 13. 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 and Dental Insurance:

Health Insurance. The School District shall provide the Superintendent with full premium single coverage paid by the district under the School District's group plan.

Retiree Health Insurance. If the Superintendent has completed a minimum of six (6) full years of employment as the Superintendent in the School District, the School District will pay up to \$7,500 per year towards the health insurance coverage plan that the Superintendent elects, until the Superintendent reaches the age of 65.

Dental Insurance. The School District shall provide the Superintendent full single coverage in the School District's dental plan.

Section 2. Life Insurance: The School District shall provide, at its own expense, group term life insurance for the Superintendent under the School District's group term life insurance plan in the amount of \$300,000, payable to the Superintendent's named beneficiary(ies).

Section 3. Long-Term Disability Insurance: The School District shall provide long term disability coverage for the Superintendent in the School District's group plan with a benefit of 75% of the

Superintendent's regular monthly base salary. The waiting period under this coverage shall be not more than sixty (60) working days after the date of disability, with such benefits to continue until the earlier of:

- (i) the Superintendent reaching the age of 65, or
- (ii) as long as the Superintendent remains disabled.

The premium for the plan will be paid by the Superintendent through payroll deduction.

Section 4. 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 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.

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, Minn. Stat. §123B.02, Subd. 15., School District policy, and as otherwise provided by law. The maximum annual District contribution shall be based on matching an Employee's contribution per the following:

- A. The District will match the Superintendent's contribution level up to four and one-half percent (4.5%) of the Superintendent's basic salary.
- B. The District contribution will begin when the Superintendent initiates an eligible investment program by submitting a signed request to payroll for salary reduction amounts that specifies the Superintendent's designated schedule of contributions.
- C. A Superintendent may elect to contribute more dollars to the selected program than the amount of the district match as specified above. This Article only defines the limits of the district's participation in the selected program.
- D. In any year, the unused portion (if any is remaining) of the district annual match cap cannot be accumulated or reserved for use in another year.
- E. Once a Superintendent has an eligible plan in effect and approved by the Superintendent in writing, the District's matching contribution shall be automatic unless the Superintendent requests otherwise in writing.

- F. All provisions of this Article are subject to applicable code provisions of Minnesota Statutes or Internal Revenue Code Section 403(b). The 403(b) plan is reserved to the School District for creation and modification at its sole discretion.
- G. All qualified 403(b) companies approved by the district will be eligible to be selected by the Superintendent to receive the employer match on behalf of the administrator.
- H. Contributions cannot be retroactive to the previous calendar year.

Section 2. Mileage: Mileage expenses incurred on District business will be reimbursed in one of two ways as follows:

- 1. For all actual expenses approved by the Superintendent, with automobile mileage reimbursed at rates to be paid at IRS standard allowance; or
- 2. An annual mileage allowance of \$1500 for business travel.

The employee shall be given one of the following payment options:

- 1. To receive the contracted amount as additional salary in 24 installments; or
- 2. To be reimbursed for actual mileage in the 7 county metropolitan area, through submission of expense vouchers for expenses up to, but not exceeding, the contract amount option. Vouchers shall contain documentation meeting IRS regulation guidelines.

No combination of options is available. The selection of one reimbursement option shall be made prior to July 1 of each year and submitted to Human Resources.

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 thereof is required, directed, or permitted by the School Board. The Superintendent shall attempt to 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. This shall include mileage, meals, dues and expenses related to normal job duties, including service or civic clubs where the Superintendent represents the District. The Superintendent shall file itemized expense statements to be processed and approved as provided by School Board policy and law.

Section 4. Cellular Phone:

The Superintendent shall be given the following options:

- A. Administrator may choose to receive the contracted amount of \$1200/year in 24 installments for the purpose of a cell phone. If this option is chosen, the administrator must provide the district with a cell phone number, or

- B. District will provide a cell phone for the administrator.
- C. No combination of options is available. The selection of the option shall be made prior to July 1.

ARTICLE IX
SALARY

The Superintendent shall be paid an annual salary of \$196,950 for the 2021-2022 Contract year, \$198,920 for the 2022-2023 Contract year and \$200,909 for the 2023-2024 Contract Year. The annual salary may be modified, but shall not be reduced during the term of this agreement. The annual salary shall be paid in 24 equal installments during the Contract year.

The Superintendent is eligible for an incentive bonus of 3% of base salary in the 2021-2024 school years upon mutually agreed measurable goals and objectives consistent with the school district's operational plan and with evaluation satisfactory to the school board. The goals and objectives will be determined at the beginning of each school year, and the bonus will be paid in a single lump sum at or near the end of each school year upon completion of the School Board's evaluation of the superintendent.

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 such activities do not impede the Superintendent's ability to perform the duties of superintendent.

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 Minn. Stat. §466.

Section 3. Dues: The Superintendent is encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations where 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, including membership in the Minnesota Association of School Administrators and the American Association of School Administrators. The Superintendent shall present appropriate statements for approval as provided by law.

Section 4. Annual Review: The School Board agrees to fully cooperate with the Superintendent in developing a mutually agreeable standard for evaluating the Superintendent's performance and to further cooperate and participate in appropriate reviews of the Superintendent's performance which

shall occur at least annually pursuant to Minn. Stat. §13D.05, Subd. 3.

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 ____ day of
_____, 20__.

Superintendent

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

School Board Chair

School Board Clerk