

SUPERINTENDENT'S CONTRACT

The School Board of Independent School District No. 2687 Howard Lake-Waverly-Winsted, Minnesota, enters into this agreement with Brad Sellner, 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:

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, Expiration, Termination and Mutual Consent:

1. Duration

This contract is for a term of three (3) years commencing July 1, 2021, and ending 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 herein.

2. Subsequent Contract

a. The School Board will take action to determine whether to offer the Superintendent a subsequent contract no later than twelve (12) months prior to the expiration of this contract and shall give the Superintendent written notice of its action.

b. At least thirty (30) days before taking action not to offer the Superintendent a subsequent contract, the School Board shall give written notice of its intent not to offer a subsequent contract. Within ten (10) days thereafter, the Superintendent may request 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. Upon receipt of such request, the School Board shall hold a meeting with the Superintendent and the School Board shall not take action not to offer a subsequent contract until at least seven (7) days after such meeting, which action of the School Board shall be final.

3. Expiration

This contract shall expire at the end of the term specified in Section 1 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. 123B.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 definition of cause, 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 cause as

defined 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 procedures 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, 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.

During the term of the contract, the Superintendent can terminate provided he gives six months' notice provided that termination would not be effective until on or after July 1, 2021.

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 District; 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 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 Board 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-officio member of all School Board committees and provide administrative recommendations on 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 (25) working days of annual paid vacation each contract year. Unused vacation must be taken within six (6) months after the end of the contract year in which it is earned.

The Superintendent may buy back up to twelve (12) vacation days per year at his daily rate of pay.

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 twelve (12) paid holidays each contract year as designated by the School Board.

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
July 3 rd or 5 th (employee preference)	
MLK/President's Day (whichever is observed by district)	

4. Sick Leave

a. The Superintendent shall earn sick leave at the rate of fifteen (15) days for each year of service in the employ of the School District. Annual sick leave shall accrue in a lump sum on the first day of work in the new fiscal year. If the Superintendent leaves the employment of District 2687 and has used more sick leave than he/she has earned, the excess shall be repaid to the District.

b. Unused sick leave may accumulate to a maximum of 120 days.

5. Emergency Leave

The Superintendent may be granted paid emergency leave during the contract year at the discretion of the School Board.

6. Disability

If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave at a salary equal to 90 percent of the superintendent's regular salary until the expiration of the waiting period for long term disability insurance.

7. Medical Leave

a. The Superintendent and School District agree to incorporate by reference and be bound by 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 up to one 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. 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, Dental, and/or Hospitalization Insurance Benefits

The School District provides the Superintendent with Health or Hospitalization insurance.

a. The Superintendent will be allocated \$18,000 in 2021-22, \$18,500 in 2022-23, and \$19,000 in 2023-24 for use in purchasing health insurance. Said allocation will commence on July 1 of each year and will be made to the employee's account at the beginning of each month during which the employee is entitled to full salary from the district.

b. If the Superintendent elects to purchase health insurance under section 1 which results in monthly premium changes greater than the amount allocated to the Superintendent's account pursuant to subd.1 above; and cost in excess of monthly allocation shall be borne by employee and paid by payroll deduction. The monthly deduction shall be annualized and divided evenly over the pay periods in the contract year.

c. If the Superintendent elects not to purchase insurance under section 1, the Superintendent will receive an additional salary amount of \$15,337 in 2021- 22, \$15,735 in 2022-23, and \$16,133 in 2023-24.

d. The District and the Superintendent may re-open this agreement upon mutual consent in the event that unanticipated changes in health insurance regulations substantially increase, alter, or impair the financial obligations of the District.

e. The Superintendent will be allocated \$1,500 for 2021-22, \$1,600 for 2022-23, and \$1,700 for 2023-24, for use in purchasing dental insurance.

2. Life Insurance

The School District shall provide a group term life insurance plan providing \$350,000 of coverage for the Superintendent, payable to the Superintendent's named beneficiary, at the expense of the School District.

3. Long Term Disability Insurance
The School District shall provide, at the School District expense, long term disability coverage for the Superintendent in the School District's group plan.
4. 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 that which is required by law for the School District.
5. Claims Against the School District
The eligibility of the Superintendent, or the Superintendent's dependents or beneficiary, for 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 123B.02, Subd. 15, and School District policy, and be eligible to participate in a matching 403 (b) plan offered by the school district at the rate of \$3,000 in 2021-22, \$4,000 in 2022-23, and \$5,000 in 2023-24.
2. Automobile
The School District shall provide the Superintendent with a monthly allowance of \$250 for business use of the Superintendent's private automobile. Any mileage above this amount will be reimbursed at the Federal Mileage Rate.
3. Cell Phone
The School District shall provide the Superintendent with an email enabled portable electronic device to include phone service for use in business. If no such device is provided by the school district, then the district shall pay \$75 monthly allowance for use of his/her personal cell phone for business purposes.
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 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. The Superintendent shall file itemized expense statements to be processed and approved as provided by law.
5. MNBOSA
The School District shall pay for the Superintendent's MNBOSA annual

fee on a yearly basis. It is the responsibility of the Superintendent to make sure the payment is submitted by the due date. The District will not be held responsible for payments not requested by the Superintendent.

VIII Salary:

1. **Salary**
The Superintendent shall be paid an annual salary of \$128,190 for each year of the contract. 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. **Community Education Responsibilities**
The Superintendent shall be paid an annual stipend of \$12,000 for administration, direct supervision and management of all District Community Education Programs, if a Community Education Director is not employed by the District. Annually, in March, the Superintendent and Board of Education may mutually agree to continue or dissolve this item of the contract, otherwise the responsibilities and compensation shall remain in effect.

IX. Other Provisions:

1. **Outside Activities**
While the Superintendent shall devote full time and due diligence to the affair 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 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 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 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 appropriate professional educational and civic organizations where such membership will serve the best interests of the School District. 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.
4. **Severance Pay**
The Superintendent shall be granted 35 days of severance pay at the completion of his fifth (5th) year of service to the District, plus accumulated sick days for every year of

employment. Severance pay shall be paid when the Superintendent leaves the employment of the District through action of the School Board.


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 recorded in its minutes.

IN WITNESS WHERE OF, I have subscribed my signature

IN WITNESS WHERE OF, we have subscribed our signatures

this 12th day of January, 2021

this 11 day of January, 2021



Superintendent



Board Chairperson



Board Clerk



Chief Negotiator

