

**Hastings Area Public Schools - ISD 200**  
**School Board Meeting Agenda**

Tuesday, April 29, 2025  
Special Meeting of the Hastings School Board  
Middle School Media Center

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- I. **Call Meeting to Order**
  - a. Attendance
- II. **Pledge of Allegiance**
- III. **Motion to approve the agenda/table file**
- IV. **Items for Discussion**
  - a. Superintendent Search
    - Interview training
    - Determine finalists, interview questions and procedures
- V. **Adjournment**

## Public input during the interview process

MSBA's process offers three options to school boards for including additional groups in their finalist interviews. Below is a short summary of the board's choices:

1. Rely on the Public Survey Summary Report to represent constituent voices throughout the interview process. MSBA reviews this report with the board during interview training, and boards often choose to use this document for reference throughout the search (i.e. when screening applications, developing interview questions, conducting the interviews, and during board deliberations following both Round 1 and Round 2 interviews). No other public input is gathered as part of the interview process.
2. Create interview committee(s) – these groups interview all finalists separately in addition to the school board interviews. It is important that members of the interview committees not be chosen by the board – instead representative groups should be invited to send someone on their behalf. These groups must then be trained by MSBA to ensure adherence to EEOC protocols (interview format, legality of questions, etc.). These committees would report to the board following their interviews, but prior to the board's final deliberations. It's also important not to call these groups "hiring committees," as this creates unfair expectations and potentially deep resentment regarding the hiring process utilized by the school board. Semantics are important.
3. Invite representative groups to send one person to observe school board interviews of the finalists, then those individuals provide feedback through an online Audience Input Form which asks them to share their thoughts on each candidate's top three strengths and top three opportunities for growth. MSBA then provides the board with this data shortly after their interviews, but prior to the board's final deliberations.

There are pros and cons to each of these options, all of which are discussed with the board prior to making a decision regarding public input in the interview process.

**NOTE:** Over the past three years most boards have selected Option 1, some boards have chosen Option 3, and only two boards have selected Option 2. For MSBA searches this illustrates a shift away from involving members of the public in the interview process, with most boards relying heavily on the Public Survey Summary Report as the voice of constituents throughout the search process. However, regardless of what other districts have done, you should choose whichever option best fits your district.

## Hastings Public Schools – Superintendent Search Round 1 Interview Schedule

1. Call meeting to order
2. Approve agenda
3. Interview semi-finalists for superintendent position
4. Select finalists for Round 2 interviews
5. Review Round 2 interview questions and schedule
6. Adjourn

*Note: The below order is subject to change.*

### Tuesday, May 6, 2025

8:00 am	Call School Board meeting to order
8:15 am *	CANDIDATE 1
9:30 am *	CANDIDATE 2
10:45 am *	CANDIDATE 3
11:45 am *	Break
12:15 pm *	CANDIDATE 4
1:30 pm *	CANDIDATE 5
2:45 pm *	CANDIDATE 6
3:45 pm *	Break
4:15 pm *	School Board deliberates and decides on Round 2 finalists, questions, schedule, and reference checks

*\*Times are approximate.*

All interviews will be held at \_\_\_\_\_ and are open to the public. To ensure a level playing field for all candidates the interviews will not be livestreamed.



## Hastings Public Schools – Superintendent Search Round 2 Interview Schedule

1. Call meeting to order
2. Approve agenda
3. Interview finalists for superintendent position
4. Select lone finalist and set negotiations process
5. Adjourn

*Note: The below order is subject to change.*

Tuesday, May 13, 2025

2:00 pm *	Call School Board meeting to order
2:05 pm *	CANDIDATE 1
3:20 pm *	CANDIDATE 2
4:35 pm *	CANDIDATE 3
5:35 pm *	Break
6:00 pm *	School Board deliberates, selects lone finalist, and sets negotiations process

*\*Times are approximate.*

All interviews will be held at \_\_\_\_\_ and are open to the public. To ensure a level playing field for all candidates the interviews will not be livestreamed.



# Hastings Superintendent Search

## Candidate Interviews

### Suggested welcome by the Board Chair:

Good morning/afternoon, and welcome to Hastings Public Schools. Thank you for meeting with us about becoming our district's superintendent.

Today our school board members will rotate asking you questions, and we will all be taking notes. Please know we are listening carefully and do not intend to be disrespectful. We have provided a copy of the questions for you. Please note, there are ## questions and our last question will be whether you have any questions for us.

The interview is scheduled for one hour, and MSBA will notify us when there are 30 minutes, 15 minutes, and 5 minutes remaining in our allotted time.

I'd like to open this interview by asking each school board member to introduce themselves.

*[Board members – please limit introductions to your name and years on the school board. Do not provide personal information about yourself or it may prompt the candidate to do the same.]*

Thank you, board members. We will now begin with our first question.

### Questions for the Candidate

*School board members will ask all questions until complete. When the candidate asks questions of the board, the Board Chair will facilitate the conversation.*

*Board members should be taking notes for each question and record their evaluation of the candidate's answer. At some point after the interviews, board members must complete the electronic EMD form for each candidate.*

### Closing Comments / Wrap-up

#### **Suggested closing by the Board Chair:**

Thank you so much for joining us. We will be in contact after the school board has finished our deliberations.

### Interview Concludes

*Candidate and school board members end the interview. Each board member completes and submits the EMD form provided by MSBA.*

*MSBA representatives collect and tally all board input to assist in board deliberations.*

*Upon conclusion of the search, it is recommended school board members turn in their notes from each interview to a designated district employee. These notes will be kept in accordance with the district's data retention records for personnel data.*

# Hastings Superintendent Search

## Board Deliberations

### Candidate Deliberation Process

The Chair will use this document to help guide the Board through their deliberations but does not read it out loud. The steps are as follows:

First MSBA will provide an overview of the EMD results (evaluation interview forms completed by Board members for each candidate). The Board will not discuss these results nor rank the candidates, as this tally is simply meant to provide information on how your fellow Board members evaluated the candidates on each of their answers during their individual interviews.

Next the School Board will briefly discuss the strengths of each candidate:

- Round 1 / Round 2: Share strengths of     (name)     (1-2 strengths per Board member). Continue until all strengths of the candidate have been identified and each Board member has had an opportunity to speak.
- Round 2: Board member who did reference checks on finalists gives a verbal report.

Repeat this process for each individual candidate. Start with a different Board member each time.

Following discussion of candidate strengths, the Board will then deliberate by:

- Individually share whom you are leaning toward inviting back for a second interview (or after Round 2, whom you are leaning toward for your final selection). Do not rank. See if a consensus begins to build among a majority of the Board and continue discussions until a slate of second round candidates (or after Round 2, a final candidate) can be identified.
- Note: if discussions plateau and the Board feels stuck, identifying growth opportunities could help move the Board toward clearer consensus on the candidates. Remember to circle back to candidate strengths as needed.
- Motion / Second / Any Discussion / Vote.

Finally, MSBA will call all candidates with the Board's decision. A sample press release will also be provided to the district contact person for distribution to the appropriate news outlets.

### TBD after Round 1: Discuss and confirm Round 2 logistics

1. Round 2 interview questions
2. Round 2 interview schedule
3. Reference check process of Round 2 finalists
4. Negotiations process and parameters

### TBD after Round 2: Discuss and confirm selection logistics

1. Negotiations process and parameters
2. Background check results process
3. Timeline for approving contract
4. Turn in all board notes to HR department or district office

Adjourn

## **MSBA process – vetting candidates for presentation to the Board**

After the application deadline has passed, a team of MSBA service providers and staff review all completed applications. We look at licensure, references and recommendations, work and educational history, answers to district-specific questions, cover letters, resumes, and all other application materials. We then align each applicant's background, experience and application information with the district's hiring criteria, leadership profile, and feedback gathered from district stakeholders on the next superintendent's desirable skills, traits, and experience.

Upon individually reviewing all completed applications, each member of the vetting team rates all applicants on a 5-point scale and an aggregate rating is compiled.

Next the team meets to discuss the ratings and evaluate which applicants have risen to the top and why. Following a lengthy discussion, eventually consensus is reached on which applicants to consider presenting to the board due to their alignment with the leadership profile, stakeholder report and the district's needs.

This results in the team conducting additional vetting on 6-10 applicants, which includes team members conducting phone interviews with each applicant, conversations with at least three of their listed references, and a deeper dive into each applicant's qualifications through a social media sweep as well as our personal and professional networks. The result is a final list of applicants MSBA recommends be presented to the board for interview consideration.

At the candidate presentation meeting with the board, MSBA will share our recommendations. After hearing short verbal presentations on each applicant, the board will then discuss the applicant pool (by alphabet identifier only to abide by data privacy laws) and request clarification from MSBA as needed (recognizing our responses will also be limited due to privacy laws). The board then has three options:

- Accept the recommendations made by MSBA for first round interviews as presented.
- Accept some applicants recommended by MSBA but replace others with candidates identified by the board.
- Forfeit all candidates recommended by MSBA and select an entirely new slate of applicants identified by the board.

A motion will then be made, seconded, and passed (again, using alphabet identifiers only). Once this motion has passed, MSBA will read aloud the names of those selected for first round interviews. These names will be in no particular order and not tied to their alphabet identifiers.

MSBA will then call these applicants to congratulate them, confirm their interest in the position, and inform them they will receive an email from MSBA's application software (Revelus) to schedule their interview. Once all interviews are scheduled, MSBA will send each interviewee an email confirming the details. Finally, applicants not selected for interviews will receive an email thanking them for their interest in the position and notifying them that the board has chosen to proceed with other candidates who more closely align with the district's leadership profile.

### **Sample Motion to Offer First Round Interviews**

“I move to extend an offer for first round interviews for the XYZ Public Schools superintendency to the following candidates: [Candidate A], [Candidate B], [Candidate C], [etc.]”

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### **Sample Motion to Offer Second Round Interviews**

“I move to extend an offer for second round interviews for the XYZ Public Schools superintendency to the following candidates: [NAME], [NAME], and [NAME].”

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### **Sample Motion to Select a New Superintendent**

“I move to extend the offer of an employment contract for the position of XYZ Public Schools Superintendent to [NAME] contingent upon the following: that a mutually-agreeable employment contract is negotiated, and a criminal background check is completed with results acceptable to the school board.”

*NOTE: The parties understand that if any of these contingencies are not accomplished, the offer is withdrawn. The candidate cannot accept this offer until the contingencies are successfully resolved. A deadline can be extended by board action.*

## Sample Motion to **Select a New Superintendent – Plan A / Plan B**

“I move to extend the offer of an employment contract for the position of **XYZ** Public Schools Superintendent to [NAME] contingent upon the following: that a mutually-agreeable employment contract is negotiated, and a criminal background check is completed with results acceptable to the school board.

In the event that the chair determines a mutually-agreeable employment contract is not attainable, the chair is authorized to extend the offer of an employment contract for the position of **XYZ** Public Schools Superintendent to [NAME] contingent upon the following: that a mutually-agreeable employment contract is negotiated, and a criminal background check is completed with results acceptable to the school board.”

*NOTE: The parties understand that if any of these contingencies are not accomplished, the offer is withdrawn. The candidate cannot accept this offer until the contingencies are successfully resolved. A deadline can be extended by board action.*



# **SCHOOL BOARD INTERVIEW TRAINING AND PREPARATION**

**MSBA EXECUTIVE SEARCH SERVICES**



# MSBA Executive Search Service



## Hastings Public Schools is seeking an exceptional leader to serve as **Superintendent**

Hastings Public Schools is located just southeast of the Twin Cities metro area. The district covers over 170 square miles and serves five cities and portions of seven townships.

Our schools offer a full spectrum of educational opportunities, and we are proud of our high academic standards, quality of instruction, and reputation for outstanding educational leadership. Additional Points of Pride include:

- ◆ Incredibly dedicated, hard-working teachers, staff, and administration
- ◆ A recent \$48 million bond investment has updated our district facilities
- ◆ Above-average test scores and graduation rates
- ◆ Launching Career Pathways Programming
- ◆ Wide variety of offerings for students, both academically and extra-curricular
- ◆ Nationally-recognized music and art programs
- ◆ High extra-curricular participation by students in academics, athletics, music, arts, and clubs
- ◆ Currently revising the District Strategic Plan
- ◆ Dynamic Community Education programming
- ◆ Balanced budget and fiscally-responsible (very high fund balance)
- ◆ Established review cycle for district policies
- ◆ Strong collaboration with city and local media
- ◆ Strong and growing business partnerships
- ◆ Consistent community support and involvement in the district by parents and local businesses
- ◆ The district operates its own food service program and contracts out for transportation services
- ◆ Dedicated to becoming a destination district for the Southeast Metro
- ◆ Experiencing positive impacts following new Literacy Curriculum implementation
- ◆ Survey staff, students and parents annually

### Application Deadline

To be considered for this position, an applicant's completed file must be received by MSBA prior to 11:59 p.m. on April 22, 2025.

### About the Community

Hastings is nestled on the banks of the beautiful Mississippi River in east central Minnesota. From our scenic riverside boardwalk to the rolling hills of farm fields, Hastings has something for everyone. Community highlights include:

- ◆ Abundant parks, hiking trails, water access, and sports fields provides a variety of outdoor recreational opportunities such as boating and fishing, canoeing, kayaking, golfing, birding, and cycling
- ◆ Vibrant arts, industry, healthcare, agriculture, retail, and non-profit sectors
- ◆ A variety of local events for residents and visitors alike include festivals, concerts, car shows, and makers markets
- ◆ Hastings hosts the Dakota County seat
- ◆ Recent investments in new housing provide additional opportunity for residents
- ◆ Located just minutes from the Twin Cities metropolitan area

### Search Timeline

Announce Vacancy	April 7, 2025
Application Deadline	April 22, 2025
Applicant Screening	April 23-29, 2025
Announce Finalists	April 29, 2025
First Round Interviews	May 6, 2025
Second Round Interviews	May 13, 2025
Superintendent Begins	July 1, 2025

# Leadership Profile

The Hastings Public School Board seeks a superintendent who puts the needs of students first, as well as being someone who:

- ◆ Upholds the highest standards of honesty and ethical conduct in every undertaking, while embodying the district's educational philosophy and community values.
- ◆ Shows exceptional communication skills, ensures transparency, and excels in building and maintaining strong relationships, while remaining consistently visible and accessible to the school board, staff, students, parents, and the broader community.
- ◆ Advances a visionary and creative approach, including partnerships with local businesses and stakeholders, to foster innovation while effectively implementing educational priorities and strategic plans.
- ◆ Develops and empowers a highly effective leadership team and delegates responsibilities effectively, ensuring accountability and oversight for all outcomes.
- ◆ Utilizes a robust academic background and curriculum proficiency to improve student outcomes.
- ◆ Works cooperatively with the school board to provide data-driven options and well thought-out recommendations.

## District Mission

We Care. We Empower. We Achieve.  
Students are the heart of all we do.

## Salary and Benefits

A competitive compensation and benefits package, with a starting salary range of \$195,000-\$215,000, will be negotiated commensurate with experience and qualifications. Contract length is negotiable as provided in Minnesota statute. Additional benefits available may include Health / Dental / Life and Long-Term Disability insurance; discretionary leave; and much more.

## District Financial Highlights

◆ General Fund Revenue:	\$ 68,517,899
◆ General Fund Expenditures:	\$ 68,837,985
◆ Unassigned Fund Balance:	\$ 18,029,882
◆ Total General Fund Balance:	\$ 32,202,498

## By the Numbers

- ◆ Student enrollment: 3,877
- ◆ Licensed staff members: 303
- ◆ Non-licensed staff members: 465
- ◆ Principals/Assistant Principals: 5/5
- ◆ Direct Reports to the Superintendent: 7
- ◆ District buildings maintained: 6

## Screening Team

A team from the Minnesota School Boards Association's Executive Search Service (MSBA) has been selected to assist the school board in securing and screening applicants. The search team will be led by Barb Dorn, MSBA Director of Leadership Development and Executive Search.

## Deadline and Selection

MSBA's Executive Search Service uses an online application process. Applicants begin the application process at [mnmsba.myrevelus.com](http://mnmsba.myrevelus.com). To be considered for this position, an applicant's completed file must be received by MSBA prior to 11:59 p.m. on April 22, 2025.

Contact Barb Dorn at 507-508-5501 ([bdorn@mnmsba.org](mailto:bdorn@mnmsba.org)) with questions.

Applicants are requested to not contact school board members.

Hastings Public Schools is an equal opportunity employer. MSBA's Executive Search Service is an equal opportunity search agency.

**Deadline to apply: April 22, 2025**

## Hastings Public Schools – Superintendent Search Timeline

April 3, 2025 <i>(4:00 pm, Special Meeting)</i>	Planning meeting – Board adopts search timeline, reviews hiring criteria, search procedures, and public involvement
April 7, 2025 – April 22, 2025	MSBA posts opening on local, regional, and national websites, advertises position vacancy, receives applications, and responds to applicant inquiries
Week of April 14, 2025	MSBA holds Search Preview meetings with district leadership
April 16, 2025 <i>(4:00 pm – will be recorded)</i>	MSBA hosts informational Q&A session on Zoom
April 22, 2025	Application Deadline
April 23 – 29, 2025	MSBA conducts screening, preliminary verification of references, pre-interviews of recommended applicants
April 24 – 29, 2025	Board members review applications
April 29, 2025 <i>(6:00 pm, Special Meeting)</i>	Board meets for interview training, and to determine finalists, interview questions and procedures
May 6, 2025 <i>(8:00 am tentative start, Special Meeting)</i>	Board conducts first round of interviews
May 13, 2025 <i>(2:00 pm, Special Meeting)</i>	Board conducts reference checks and holds second round of interviews; Board selects lone finalist and sets negotiations process
May 14, 2025	Board designee begins negotiations of employment contract
May 21, 2025 <i>(5:00 pm, Regular Meeting)</i>	Board meets to approve employment contract
July 1, 2025	New superintendent reports to work
August 1 – December 31, 2025	New Board Team participates in MSBA’s Transition Workshop

## Relevant Law

All school board meetings related to the superintendent search must be open meetings. Applicants' materials contain data that are classified as private data. The law provides that the names of applicants for employment are private, but the names of finalists are public (M.S. 13.43, Subd. 3.). Once the finalists are named, the school board can only release the following information on applicants for a position: name (only finalists), veteran status, relevant test scores, rank on eligible list, job history, education and training, and work availability. All other information about applicants is private, as are the names and information of all other applicants who are not finalists.

## Don't Ask

Both state and federal law prohibit questions regarding "protected categories." Indirect questions regarding protected categories are also a violation of the law. Some of the protected categories are listed below.

Protected Categories	
<ul style="list-style-type: none"><li>• Race or color</li><li>• National origin</li><li>• Religion or creed</li><li>• Age</li><li>• Status with regard to public assistance</li><li>• Familial status</li><li>• Marital status</li><li>• Pregnancy</li></ul>	<ul style="list-style-type: none"><li>• Sexual orientation</li><li>• Disability</li><li>• Sex</li><li>• Membership or activity in a local commission</li><li>• Veteran status</li><li>• Genetic information</li></ul>

What is an indirect question that may violate one or more protected categories? Some examples are provided below.

<ul style="list-style-type: none"><li>• How much longer do you plan to work before you retire? (The answer to this question may reveal information that discriminates with regard to age.)</li><li>• Do you own a home? Have you ever filed for bankruptcy? (The answers to these questions may reveal information that discriminates with regard to public assistance or disability.)</li><li>• How will you make dependent care arrangements? (The answer to this question may reveal information that discriminates with regard to marital and familial status.)</li></ul>
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School boards should be particularly careful during follow-up questions. The school board should be cautious and agree beforehand how follow-up questions will be handled. Going "off script" increases the risk of an inappropriate question being asked. When in doubt, check with an attorney or contact MSBA.

## Interview Questions: Non-Discrimination Laws

Anti-discrimination laws affect all steps of the employee hiring process. Knowledge of the characteristics on which these laws prohibit inquiry is especially critical when conducting interviews. Sloppy interview practices can result in the appearance of discrimination or even actual discrimination.

Interviewers should avoid seeking information that is not job related. The school board should assume that a rejected applicant may believe that all information acquired during an interview will be used in the hiring decision. The school district will have the burden to explain that not all information elicited during the interview process was used – a very difficult burden when the information involves race, sex, religion, age, disability, etc. Information needed for insurance, tax, social security, or similar purposes should be obtained after employment. The following list of protected characteristics may not be complete because of the rapidly changing nature of discrimination laws.

Protected Category	Not Permissible to Ask	Permissible to Ask
Race and color	What race are your parents?	
Alienage, ancestry, national origin, nationality, and citizen status (provided the individual is authorized to work in the U.S.)	In what country were you born?  In what country were your parents born?  Are you a naturalized citizen?	Are you legally authorized to work in the United States?  What languages do you read, speak, or write fluently? (if related to the job requirements)
Marital status	Are you married? Single? Divorced? Engaged?  Are you living with someone?  Would your spouse move with you if you got this position?  What is your maiden name?	
Gender, including parental and pregnancy status	What are your future family plans?  Are you pregnant?  Do you have children? What are their ages?	Are you available to work overtime? (if related to the job requirements)

Protected Category	Not Permissible to Ask	Permissible to Ask
Sexual orientation, including actual or perceived heterosexuality, homosexuality, bisexuality, or gender-related identity	Do you have a spouse or partner – which?	What kinds of experiences have you had working with others with different backgrounds than your own?
Religion or creed	What religious holidays do you celebrate?	Are you available to work “X” to “X”?
Age	When do you plan to retire?  How would you feel about working for someone younger than you?	What are your long-term career goals?
Military status	Will you miss work because you are a member of a U.S. Reserve unit, such as, Army Reserve or Marine Corps Reserve, or a member of a National Guard unit?	How does your military training or experience prepare you for this job?*
Unfavorable discharge from military service	Under what circumstances were you discharged from the service?	*This question is permissible only if information about military status is provided by the applicant, otherwise it is not permissible to ask any military status-related questions.
Arrest record	Have you ever been arrested?  Spent time in jail?	
Use of lawful products during non-working hours	Do you smoke or use tobacco products during non-working hours?  Do you consume alcoholic beverages during non-working hours?	
Genetic information	What were the results of any diagnostic, predictive, or pre-symptomatic genetic testing that you’ve had?	See section on <i>disability</i> below.

Protected Category	Not Permissible to Ask	Permissible to Ask
<p>Credit history/report, unless the Employee Credit Privacy Act permits a satisfactory credit history to be a job requirement, such as, the position's duties include custody of or unsupervised access to cash or marketable assets valued at \$2,500 or more</p>	<p>Unless the Employee Credit Privacy Act permits a satisfactory credit history to be a job requirement for a specific position, do not ask:</p> <p>Do you have a good credit score?</p> <p>Have you been denied a credit card within the last 5 years?</p> <p>Have you ever filed bankruptcy?</p>	

## Disability

Inquiries that are likely to elicit information about a disability, before a bona fide job offer is made, are prohibited. Inquiries about the ability to perform job functions that do not ask about disabilities are permissible.

Protected Category	Not Permissible to Ask	Permissible to Ask
Disability	<p>Have you had any recent illnesses or operations?</p> <p>Do you have AIDS?</p> <p>Do you have asthma?</p> <p>Do you have a disability which would interfere with your ability to perform the job?</p> <p>How many days were you sick last year?</p> <p>Have you ever filed for workers' compensation?</p> <p>Have you ever been injured on the job?</p> <p>How much alcohol do you drink each week?</p> <p>Have you ever been treated for alcohol problems?</p> <p>Have you ever been treated for mental health problems?</p> <p>What prescription drugs are you currently taking?</p>	<p>Can you perform the functions of this job (essential and/or marginal), with or without reasonable accommodation?</p> <p>Please describe/demonstrate how you would perform these functions (essential and/or marginal).</p> <p>Have you ever been disciplined (oral or written reprimand, suspension, or termination) for attendance violations or problems?</p> <p>Do you have the required licenses to perform this job?</p>

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 401

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2022

## **401 EQUAL EMPLOYMENT OPPORTUNITY**

***[Note: School districts are not required by statute to have a policy addressing these issues. However, the Equal Employment Opportunity Commission strongly encourages the adoption of a policy and will look for such a policy during accreditation visits, audits, or investigations.]***

### **I. PURPOSE**

The purpose of this policy is to provide equal employment opportunity for all applicants for school district employment and for all school district employees.

### **II. GENERAL STATEMENT OF POLICY**

A. The policy of the school district is to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, age, family care leave status, or veteran status. The school district also makes reasonable accommodations for disabled employees.

***[Note: The Minnesota Human Rights Act defines "sexual orientation" to include "having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness." Minnesota Statutes section 363A.03, subdivision 44.]***

B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.

C. This policy applies to all areas of employment, including hiring, discharge, promotion, compensation, facilities, or privileges of employment.

D. Every school district employee shall be responsible for following this policy.

E. Any person having a question regarding this policy should discuss it with \_\_\_\_\_ (specify, e.g., the Personnel Manager).

#### **Legal References:**

Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)  
29 U.S.C. § 2615 (Family and Medical Leave Act)  
38 U.S.C. § 4211 *et seq.* (Employment and Training of Veterans)  
38 U.S.C. § 4301 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)  
42 U.S.C. § 2000e *et seq.* (Equal Employment Opportunities; Title VII of the Civil Rights Act)  
42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

#### **Cross References:**

MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

MSBA/MASA Model Policy 405 (Veteran's Preference)  
MSBA/MASA Model Policy 413 (Harassment and Violence)

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 406

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2023

## **406 PUBLIC AND PRIVATE PERSONNEL DATA**

***[Note: The provisions of this policy accurately reflect the Minnesota Government Data Practices Act and are not discretionary in nature.]***

### **I. PURPOSE**

The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its employees, volunteers, independent contractors, and applicants ("personnel").

### **II. GENERAL STATEMENT OF POLICY**

- A. All data on individuals collected, created, received, maintained, or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.
- B. All other data on individuals is private or confidential.

### **III. DEFINITIONS**

- A. "Public" means that the data is available to anyone who requests it.
- B. "Private" means the data is not public and is accessible only to the following: the subject of the data, as limited by any applicable state or federal law; individuals within the school district whose work assignments reasonably require access; entities and agencies as determined by the responsible authority who are authorized by law to gain access to that specific data; and entities or individuals given access by the express written direction of the data subject.
- C. "Confidential" means the data are not public and are not accessible to the subject.
- D. "Parking space leasing data" means the following government data on an applicant for, or lessee of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.
- E. "Personnel data" means government data on individuals maintained because they are or were employees, applicants for employment, volunteers or independent contractors for the school district. Personnel data include data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations.
- F. "Finalist" means an individual who is selected to be interviewed by the school board for a position.
- G. "Protected health information" means individually identifiable health information as defined in 45 Code of Federal Regulations, section 160.103, that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any

other form or medium by a health care provider, in connection with a transaction covered by 45 Code of Federal Regulations, Parts 160, 162 and 164. "Protected health information" excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, employment records held by a school district in its role as employer; and records regarding a person who has been deceased for more than fifty (50) years.

- H. "Public officials" means business managers; human resource directors; athletic directors whose duties include at least fifty (50) percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals and in a charter school, individuals employed in comparable positions.

#### **IV. PUBLIC PERSONNEL DATA**

- A. The following information on current and former employees, volunteers and independent contractors of the school district, is public:
  - 1. name;
  - 2. employee identification number, which may not be the employee's Social Security number;
  - 3. actual gross salary;
  - 4. salary range;
  - 5. terms and conditions of employment relationship;
  - 6. contract fees;
  - 7. actual gross pension;
  - 8. the value and nature of employer-paid fringe benefits;
  - 9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
  - 10. job title;
  - 11. bargaining unit;
  - 12. job description;
  - 13. education and training background;
  - 14. previous work experience;
  - 15. date of first and last employment;
  - 16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;
  - 17. the final disposition of any disciplinary action, as defined in Minnesota Statutes, section 13.43, subdivision. 2(b), together with the specific reasons for the action

and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;

18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;
  19. work location;
  20. work telephone number;
  21. badge number;
  22. work-related continuing education;
  23. honors and awards received; and
  24. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.
- B. The following information on current and former applicants for employment by the school district is public:
1. veteran status;
  2. relevant test scores;
  3. rank on eligible list;
  4. job history;
  5. education and training; and
  6. work availability.
- C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the school board to be finalists for public employment.
- D. Applicants for appointment to a public body.
1. Data about applicants for appointment to a public body collected by the school district as a result of the applicant's application for employment are private data on individuals except that the following are public:
    - a. name;
    - b. city of residence, except when the appointment has a residency requirement that requires the entire address to be public;

- c. education and training;
  - d. employment history;
  - e. volunteer work;
  - f. awards and honors;
  - g. prior government service;
  - h. any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minnesota Statutes, section 15.0597; and
  - i. veteran status.
2. Once an individual is appointed to a public body, the following additional items of data are public:
- a. residential address;
  - b. either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;
  - c. first and last dates of service on the public body;
  - d. the existence and status of any complaints or charges against an appointee; and
  - e. upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.
3. Notwithstanding paragraph 2., any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.
- E. Regardless of whether there has been a final disposition as defined in Minnesota Statutes, section 13.43, subdivision 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minnesota Statutes, section 13.43, subdivision 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources. Data relating to a complaint or charge against a public official is public only if:
- 1. the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or
  - 2. potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement

Data that is classified as private under another law is not made public by this provision.

## **V. PRIVATE PERSONNEL DATA**

- A. All other personnel data not listed in Section IV are private data will not be otherwise released unless authorized by law.

- B. Data pertaining to an employee's dependents are private data on individuals.
- C. Data created, collected, or maintained by the school district to administer employee assistance programs are private.
- D. Parking space leasing data with regard to data on individuals are private.
- E. An individual's checking account number is private when submitted to a government entity.
- F. Personnel data must be disseminated to labor organizations to the extent necessary to conduct elections, investigate and process grievances, and implement the provisions of Minnesota Statutes chapters 179 and 179A. Personnel data shall be disseminated to labor organizations and the Bureau of Mediation Services ("BMS") to the extent the dissemination is ordered or authorized by the Commissioner of the BMS. Employee Social Security numbers are not necessary to implement the provisions of Chapter 179 and 179A.

The home addresses, nonemployer issued phone numbers and email addresses, dates of birth, and emails or other communications between exclusive representatives and their members, prospective members, and nonmembers are private data on individuals.

Dissemination of personnel data to a labor organization pursuant to Minnesota Statutes, section 13.43, subdivision 6, shall not subject the school district to liability under Minnesota Statutes, section 13.08.

Personnel data described under Minnesota Statutes, section 179A.07, subdivision 8, must be disseminated to an exclusive representative under the terms of that subdivision.

- G. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.
- H. The school district may, if its responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
  1. the person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
  2. a prepetition screening team conducting an investigation of the employee under Minnesota Statutes, section 253B.07, subdivision 1; or
  3. a court, law enforcement agency, or prosecuting authority.
- I. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of a crime or alleged crime committed by an employee.
- J. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.

- K. When allegations of sexual or other types of harassment are made against an employee, the employee does not have access to data that would identify the complainant or other witnesses if the responsible authority determines that the employee's access to that data would:
1. threaten the personal safety of the complainant or a witness; or
  2. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.

- L. The school district must report to the Minnesota Professional Educator Licensing and Standards Board ("PELSB") or the Board of School Administrators ("BOSA"), whichever has jurisdiction over the teacher's or administrator's license, as required by Minnesota Statutes, section 122A.20, subdivision. 2, and shall, upon written request from the licensing board having jurisdiction over the license, provide the licensing board with information about the teacher or administrator from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minnesota Statutes, section 122A.20, subdivision 2.

***[Note: The obligation to make a report set forth in this section applies equally to charter school boards and their executive directors and charter school authorizers.]***

- M. Private personnel data shall be disclosed to the Department of Employment and Economic Development for the purpose of administration of the unemployment insurance program under Minnesota Statutes, chapter 268.
- N. When a report of alleged maltreatment of a student in an elementary, middle school, high school or charter school is made to the Commissioner of the Minnesota Department of Education ("MDE") under Minnesota Statutes, chapter 260E, data that are relevant and collected by the school facility about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of providing information to a parent, legal guardian, or custodian of a child in accordance with MDE Screening Guidelines.
- O. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if
1. an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or
  2. the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee's alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minnesota Statutes,

## chapter 13.

Data that are released under this paragraph must not include data on the student.

- P. Data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or improve the school district operations is private data. An employee who is identified in a suggestion, however, shall have access to all data in the suggestion except the identity of the employee making the suggestion.
- Q. Protected health information, as defined in 45 Code of Federal Regulations, Parts 160 and 164, on employees is private and will not be disclosed except as permitted or required by law.
- R. Personal home contact information for employees may be used by the school district to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of school district operations and may be shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.
- S. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.
- T. When a continuing contract teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual offenses involving a child as set forth in Minnesota Statutes, section 122A.40, subdivision 13(b), or when the Commissioner of the MDE makes a final determination of child maltreatment involving a teacher under Minnesota Statutes, section 260E.21, subdivision 4, or 260E.35, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minnesota Statutes, section 13.41, subdivision. 5, and must provide PELSB and the licensing division at MDE with the necessary and relevant information to enable PELSB and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minnesota Statutes, section 123B.03, a school board or other school hiring authority must contact PELSB and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

### **VI. MULTIPLE CLASSIFICATIONS**

If data on individuals are classified as both private and confidential by Minnesota Statutes chapter 13, or any other state or federal law, the data are private.

### **VII. CHANGE IN CLASSIFICATIONS**

The school district shall change the classification of data in its possession if it is required to do

so to comply with either judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

### **VIII. RESPONSIBLE AUTHORITY**

The school district has designated [*name and title, telephone*] as the authority responsible for personnel data.

The responsible authority, or a school district employee if so designated, shall serve as the school district's data practices compliance official and, as such, shall be the employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

### **IX. EMPLOYEE AUTHORIZATION/RELEASE FORM**

An employee authorization form is included as an addendum to this policy.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 13.02 (Definitions)  
Minn. Stat. § 13.03 (Access to Government Data)  
Minn. Stat. § 13.05 (Duties of Responsible Authority)  
Minn. Stat. § 13.37 (General Nonpublic Data)  
Minn. Stat. § 13.39 (Civil Investigation)  
Minn. Stat. § 13.41 (Licensing Data)  
Minn. Stat. § 13.43 (Personnel Data)  
Minn. Stat. § 13.601, subd. 3 (Elected and Appointed Officials)  
Minn. Stat. § 15.0597 (Appointment to Multimember Agencies)  
Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting)  
Minn. Stat. § 122A.40, Subds. 13 and 16 (Employment; Contracts; Termination)  
Minn. Stat. § 123B.03 (Background Check)  
Minn. Stat. § 123B.143, subd. 2 (Disclose Past Buyouts)  
Minn. Stat. Ch. 179 (Minnesota Labor Relations Act)  
Minn. Stat. Ch. 179A (Minnesota Public Labor Relations Act)  
Minn. Stat. § 253B.07 (Judicial Commitment: Preliminary Procedures)  
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)  
Minn. Stat. Ch. 268 (Unemployment Insurance)  
Minn. R. Pt. 1205 (Data Practices)  
P.L. 104-191 (HIPAA)  
45 C.F.R. Parts 160, 162, and 164 (HIPAA Regulations)

**Cross References:** MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 722 (Public Data Requests)  
MSBA Law Bulletin "I" (School Records – Privacy – Access to Data)

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 205

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2022

## **205 OPEN MEETINGS AND CLOSED MEETINGS**

***[Note: The provisions of this policy accurately reflect Minnesota's Open Meeting Law statutes and are not discretionary in nature.]***

### **I. PURPOSE**

- A. The school board embraces accountability and transparency in the conduct of its business, in the belief that openness produces better programs, more efficient administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The school board shall conduct its business under a presumption of openness. At the same time, the school board recognizes and respects the privacy rights of individuals as provided by law. The school board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the school board.
- B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at school board meetings, while also protecting an individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

### **II. GENERAL STATEMENT OF POLICY**

- A. Except as otherwise expressly provided by statute, all meetings of the school board, including executive sessions, shall be open to the public.
- B. Meetings shall be closed only when expressly authorized by law.

### **III. DEFINITION**

"Meeting" means a gathering of at least a quorum of school board members—or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board. The term does not include a chance or social gathering or the use of social media by members of a public body so long as the social media use is limited to exchanges with all members of the general public. For purposes of the Open Meeting Law, social media does not include e-mail.

### **IV. PROCEDURES**

- A. Meetings
  - 1. Regular Meetings

A schedule of the regular meetings of the school board shall be kept on file at the school district office. If the school board decides to hold a regular meeting at a time or place different from the time or place stated in its regular meeting schedule, it shall give the same notice of the meeting as for a special meeting.

2. Special Meetings

- a. For a special meeting, the school board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the school board's usual meeting room if there is no principal bulletin board. The school board's actions at the special meeting are limited to those topics included in the notice.
- b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings. This notice shall be posted and mailed or delivered at least three days before the date of the meeting.
- c. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the school board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.
- d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the school board is required to send notice to that person only concerning those particular subjects.
- e. The school board will establish an expiration date on requests for notice of special meetings and require refiling once each year. Not more than sixty (60) days before the expiration date of request for notice, the school board shall send notice of the refiling requirement to each person who filed during the preceding year.

3. Emergency Meetings

- a. An emergency meeting is a special meeting called because of circumstances that, in the school board's judgment, require immediate consideration.

***[Note: While the statute leaves the question to the board of whether the circumstances require immediate consideration at an emergency meeting, advisory opinions of the Minnesota Commissioner of Administration would limit such meetings to responding to natural disasters or health epidemics caused by an event such as an accident or terrorist attack.]***

- b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.
- c. The school board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.
- d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the school board.

- e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the school board members.
- f. Notice shall include the subject of the meeting.
- g. Posted or published notice of an emergency meeting shall not be required.
- h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

6. Actual Notice

If a person receives actual notice of a meeting of the school board at least twenty-four (24) hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

7. Meetings during Pandemic or Chapter 12 Emergency

In the event of a health pandemic or an emergency declared under Minnesota Statutes chapter 12, a meeting may be conducted by telephone or interactive technology in compliance with Minnesota Statutes section 13D.021.

8. Meetings by Interactive Technology

A meeting may be conducted by interactive technology, Zoom, Skype, or other similar electronic means in compliance with Minnesota Statutes section 13D.02.

B. Votes

The votes of school board members shall be recorded in a journal or minutes kept for that purpose. The journal or any minutes used to record votes of a meeting must be open to the public during all normal business hours at the school district's administrative offices.

C. Written Materials

- 1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and distributed to or available to all school board members shall be available in the

meeting room for inspection by the public while the school board considers their subject matter.

2. This provision does not apply to materials not classified by law as public, or to materials relating to the agenda items of a closed meeting.

D. Open Meetings and Data

1. Meetings may not be closed to discuss data that are not public data, except as provided under Minnesota law.
2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the school board's authority and is reasonably necessary to conduct the business or agenda item before the school board.
3. Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

E. Closed Meetings

1. Labor Negotiations Strategy

- a. The school board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to Minnesota's Public Employment Labor Relations Act (PELRA)
- b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of school board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings of a closed meeting to discuss negotiation strategies shall be tape recorded, and the tape recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the school board for the current budget period.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation meetings, and hearings between the school board and its employees or their respective representatives are public meetings. Mediation meetings may be closed only by the Commissioner of the Bureau of Mediation Services (BMS). The use of recording devices, stenographic records, or other recording methods is prohibited in mediation meetings closed by the BMS.

3. Preliminary Consideration of Allegations or Charges

The school board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the school board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is

reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

4. Performance Evaluations

The school board may close a meeting to evaluate the performance of an individual who is subject to its authority. The school board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the school board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Privilege Meeting

A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the school board needs advice above the level of general legal advice, for example, regarding specific acts and their legal consequences. A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting must specifically describe the matter to be discussed at the closed meeting, subject to relevant privacy and confidentiality considerations under state and federal law. The law does not require that such a meeting be recorded.

6. Dismissal Hearing

- a. A hearing on dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.
- b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent, or guardian requests an open hearing.
- c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

- a. If the school board has declined to renew the coaching contract of a licensed or nonlicensed head varsity coach, it must notify the coach within fourteen (14) days of that decision.
- b. If the coach requests the reasons for the nonrenewal, the school board must give the coach its reasons in writing within ten (10) days of

receiving the request. The existence of parent complaints must not be the sole reason for the school board not to renew a coaching contract.

- c. On the request of the coach, the school board must provide the coach with a reasonable opportunity to respond to the reasons at a school board meeting.
- d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minnesota Statutes section 13D.05 to discuss educational or certain other nonpublic data.
- e. A meeting closed for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

- a. Any portion of a meeting must be closed if the following types of data are discussed:
  - (1) data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;
  - (2) active investigative data collected or created by a law enforcement agency;
  - (3) educational data, health data, medical data, welfare data, or mental health data that are not public data; or
  - (4) an individual's personal medical records.
- b. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

- a. The school board may close a meeting:
  - (1) to determine the asking price for real or personal property to be sold by the school district;
  - (2) to review confidential or nonpublic appraisal data; and
  - (3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.
- b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.

- c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of school board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.
- d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

- a. The school board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.
- b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.
- c. Before closing a meeting, the school board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.
- d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four years.

11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

F. Procedures for Closing a Meeting

The school board shall provide notice of a closed meeting just as for an open meeting. A school board meeting may be closed only after a majority vote at a public meeting. Before closing a meeting, the school board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. Ch. 13D (Open Meeting Law)  
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures)  
Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach)  
Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination)  
Minn. Stat. § 179A.14, Subd. 3 (Negotiation Procedures)

Minn. Rules Part 5510.2810 (Petition for Mediation)  
*Brown v. Cannon Falls Township*, 723 N.W.2d 31 (Minn. App. 2006)  
*Brainerd Daily Dispatch v. Dehen*, 693 N.W.2d 435 (Minn. App. 2005)  
*The Free Press v. County of Blue Earth*, 677 N.W.2d 471 (Minn. App. 2004)  
*Prior Lake American v. Mader*, 642 N.W.2d 729 (Minn. 2002)  
*Star Tribune v. Board of Education, Special School District No. 1*, 507 N.W.2d 869 (Minn. App. 1993)  
*Minnesota Daily v. University of Minnesota*, 432 N.W.2d 189 (Minn. App. 1988)  
*Moberg v. Independent School District No. 281*, 336 N.W.2d 510 (Minn. 1983)  
*Sovereign v. Dunn*, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied.* (Minn. 1993)  
Dept. of Admin. Advisory Op. No. 21-003 (April 19, 2021)  
Dept. of Admin. Advisory Op. No. 21-002 (January 13, 2021)  
Dept. of Admin. Advisory Op. No. 19-012 (October 24, 2019)  
Dept. of Admin. Advisory Op. No. 19-008 (May 22, 2019)  
Dept. of Admin. Advisory Op. No. 19-006 (April 9, 2019)  
Dept. of Admin. Advisory Op. No. 18-019 (December 28, 2018)  
Dept. of Admin. Advisory Op. No. 17-005 (June 22, 2017)  
Dept. of Admin. Advisory Op. No. 13-009 (March 19, 2013)  
Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)  
Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)  
Dept. of Admin. Advisory Op. No. 10-020 (September 23, 2010)  
Dept. of Admin. Advisory Op. No. 09-020 (September 8, 2009)  
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)  
Dept. of Admin. Advisory Op. No. 06-027 (September 28, 2006)  
Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)

**Cross References:** MSBA/MASA Model Policy 204 (School Board Meeting Minutes)  
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)  
MSBA/MASA Model Policy 207 (Public Hearings)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA Law Bulletin "C" (Minnesota's Open Meeting Law)

## Other search considerations based upon statute

Minnesota Statute 122A.40 (excerpt provided below) addresses two areas school boards must also be aware of during the superintendent search process:

1. Residency
2. Candidates who may be related to a board member (additional information provided in School Board Guidelines for Special Voting Situations)

### **122A.40 EMPLOYMENT; CONTRACTS; TERMINATION.**

#### ***Subdivision 1. Teacher defined.***

*A principal, supervisor, and classroom teacher and any other professional employee required to hold a license from the state department shall be deemed to be a "teacher" within the meaning of this section. A superintendent is a "teacher" only for purposes of subdivisions 3 and 19.*

#### ***Subd. 3. Hiring, dismissing.***

*School boards must hire or dismiss teachers at duly called meetings. Where a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher shall be made or authorized except upon the unanimous vote of the full board. A teacher related by blood or marriage, within the fourth degree, computed by the civil law, to a board member shall not be employed except by a unanimous vote of the full board. The initial employment of the teacher in the district must be by written contract, signed by the teacher and by the chair and clerk. All subsequent employment of the teacher in the district must be by written contract, signed by the teacher and by the chair and clerk, except where there is a master agreement covering the employment of the teacher. Contracts for teaching or supervision of teaching can be made only with qualified teachers. A teacher shall not be required to reside within the employing district as a condition to teaching employment or continued teaching employment.*

In addition, Minnesota Statute 123B.143 (excerpt provided below) addresses the role of a superintendent and the board's contractual parameters.

### **123B.143 SUPERINTENDENT.**

#### ***Subdivision 1. Contract; duties.***

*All districts maintaining a classified secondary school must employ a superintendent who shall be an ex officio nonvoting member of the school board. The authority for selection and employment of a superintendent must be vested in the board in all cases. An individual employed by a board as a superintendent shall have an initial employment contract for a period of time no longer than three years from the date of employment. Any subsequent employment contract must not exceed a period of three years. A board, at its discretion, may or may not renew an employment contract. A board must not, by action or inaction, extend the duration of an existing employment contract. Beginning 365 days prior to the expiration date of an existing employment contract, a board may negotiate and enter into a subsequent employment contract to take effect upon the expiration of the existing contract.*



## School Board Guidelines for Special Voting Situations

Subject	Vote	Minn. Stat.
Initial hire of a teacher related to a board member	Unanimous vote of the full board	122A.40, Subd. 3
Termination of continuing contract teacher	Majority roll call vote of the full board	122A.40, Subd. 7
Placement of teacher on unrequested leave of absence	Majority vote unless defined otherwise in the negotiated ULA language in a Master Agreement	122A.40, Subd. 11
District may reimburse employee for legal expenses	Majority vote  Board member who is witness or alleged victim may not vote on reimbursement	123B.02, Subd. 20
School board member's right to employment	Majority approval at a meeting at which all board members are present	123B.195
School district general obligation bonds not exceeding 5-1/10 percent of the net tax capacity	2/3 majority vote of all the members of the board	128D.11, Subd. 3
Removal of board member for cause and fill vacancy	Concurrent vote of at least four board members	123B.09, Subd. 9
Designation of voting hours	Majority vote	205A.09
Designation of newspaper <u>other than</u> a 'qualified newspaper'	Unanimous vote	331A.04, Subd. 6(a)(4)
Donation or gift to the school district	2/3 majority vote	465.03

Subject	Vote	Minn. Stat.
Contract with employee class and a board member's spouse is in the class (spouse cannot receive a special benefit)	<p>Majority of disinterested board members vote to approve the contract</p> <p>School board member-spouse must be directed to abstain from voting; essential facts of contract must be set forth at the meeting</p>	471.88, Subd. 21
<p>Designation of district bank/savings association</p> <p>School board member who is 'interested' shall disclose that the member is a director or employee; disclosure is entered in minutes; disclosure shall be made when bank or savings association is first designated as depository or source of borrowing or when member is elected (whichever is later)</p>	Unanimous vote	471.88, Subd. 2
Official newspaper <u>with an interested board member</u> and the paper is the only newspaper complying with legal requirements on designation or publication	Unanimous vote	471.88, Subd. 3
District contract with a cooperative association that has an interested board member as shareholder or stockholder	Unanimous vote	471.88, Subd. 4
A contract that does not require bids <u>and</u> the contract involves an interested board member	Unanimous vote	471.88, Subd. 5
Contract to provide construction materials/services contract with interested board member when the school district population is equal to or less than 1,000	<p>Unanimous vote</p> <p>Interested board member may not vote on the contract</p>	471.88, Subd. 12
Application for federal or state grant for housing, community, or economic development and a board member may benefit	<p>Unanimous vote</p> <p>Interested board member must abstain on voting on measures related to the grant</p>	471.88, Subd. 17



## Common Interview Mistakes

Below are ten common interview mistakes. School board members are wise to review the list prior to the interviews.

- 1. Poor or incomplete selection criteria.** If the school board hasn't carefully considered the skills and qualities needed for the position, the school board's interview questions won't get to the key issues.
- 2. Making a bad impression.** Plan ahead so the school board appears cohesive and organized. Start the interview on time and give the candidates your undivided attention. Avoid talking too much – whether it's in the formal interview or informal chitchat – the candidates should be the ones doing most of the talking. School boards don't want the best candidates to have an unfavorable opinion of the school board or school district.
- 3. Violations of the “Don't Ask” list.** Asking “Don't Ask” questions during an interview – intentionally or unintentionally – could subject the school district to a lawsuit. Remember, the “Don't Ask” questions pertain to every step of the process.
- 4. Vague questions, vague answers.** School board members shouldn't be left to interpret what a candidate said or meant. Interview questions should be open-ended but should not invite vague answers. Rather, when possible, ask the candidate to provide current and/or previous examples (i.e., How did you ...).
- 5. Forgetting the whole picture.** When the school board spends too much time on a particular topic, or the questions keep returning to a single topic, the “whole picture” is lost and important areas don't get covered. School board members also sometimes cling to one important characteristic – such as good communication skills – at the expense of considering other weaknesses. The reverse is also true.
- 6. Failure to probe motivation.** School board members certainly want to focus on a candidate's skills. However, the school board should also learn about the candidate's motivation and passion for the job. If the candidate isn't supportive of the school board's goals, the lack of support will be evident in his or her performance. Finding the right candidate is more than learning if a candidate can do the job; the issue is will he or she do it and do it well?
- 7. Treating the interview like a one-way street.** The school board must make sure the interview is a two-way conversation – the school board asks the candidates questions, yet ensures the candidates have time to ask their own questions.
- 8. Incomplete notes.** Without notes, school board members are unlikely to remember key points of each interview – especially after talking to several candidates. Good notes help ensure equal consideration of all candidates; otherwise, the first and last candidates tend to stand out and gain an unfair advantage.
- 9. Quick decisions.** Individuals without a great deal of interview experience may find it difficult to avoid first impressions and assign characteristics based on their own personal interpretations. However, school board members should take their time and make confident, measured decisions based on the pre-established selection criteria.
- 10. Accepting the wrong fit.** Being without a full-time, permanent superintendent for long is neither easy nor desirable. However, lowering the school board's standards to fill the position quickly is worse. When dealing with a high-profile job in a public institution, the process counts. Take your time.
- 11. Not checking your bias at the door.** See the following page for more information on the role Implicit Bias plays in candidate interviews.

## WHAT IS BIAS?

First, it's important to understand what bias is and why we all have biases.

Bias is often regarded negatively. For the purpose of this discussion, we consider bias in the context of partiality, preconceived notion and predisposition. The reality is that biases naturally come from our brains' use of schemas. A schema can be described as a template of knowledge. We use schemas to process the information that bombards our senses every moment of every day. This is simply a way for us to sort information into categories that make sense to us. We have schemas about objects, processes and other human beings.

For example, our brain uses a schema to assign the category of "chair" to an object based on its flat seat, back and legs, even though the chair might be plain wood or lavishly upholstered. We may have a negative bias about plain wood chairs because we have had the uncomfortable experience of sitting in one for an extended period of time. We have a schema for the process of ordering food at a restaurant. We know what it means when a smiling person hands us a laminated document with descriptions of various dishes and prices. And, by observing assorted traits, we use schemas to naturally assign people into categories such as age, gender, race and role.

There are two types of bias, explicit and implicit. Both types of bias include stereotypes and attitudes.

**STEREOTYPES** are traits that we associate with a category. These associations may arise from direct personal experience or they might be relayed to us through stories, media and culture. "Elderly people are frail" is an example of a stereotype.

**ATTITUDES** are overall evaluative feelings that are positive or negative. If we meet someone who graduated from the same university, we tend to feel more at ease with that person.

## WHAT IS IMPLICIT BIAS?

**Implicit biases are those we carry without awareness or conscious direction.** It is the result of our human brains using schemas to organize information into categories. Most of the work our brains do occurs on the unconscious level. Implicit bias does not mean that we hide our prejudices. We are unaware of these biases and they are generally not an indication of our beliefs and values.

This is important for interviewers to understand because without awareness we cannot know if we are acting on hidden biases. Implicit bias is also referred to as hidden or unconscious bias.

## WHAT IS EXPLICIT BIAS?

**In contrast, explicit bias means that we are aware that we have a particular thought or feeling.** It sometimes means we understand the source of that thought or feeling. If you have an explicitly positive attitude toward chocolate, you consciously endorse and celebrate that preference.



## Deliberation Scenarios

In preparation for deliberating in public, it can be helpful to discuss possible scenarios and plan in advance how the board might handle them. Below are some examples of what can occur during the deliberation process. Although these types of situations are rare, please discuss how your board might manage these scenarios in order to conduct open, honest, and positive deliberations regarding your district's candidates.

1. The Board is deadlocked regarding two finalists. As each side digs in, they drill deeper and deeper into the reasons they want their candidate. These reasons could be because they think the candidate will move to the area or are young and vital and will be visible and energetic. How could your board manage that discussion?
2. The debate regarding who should be offered the job is heated and begins to unravel. It reaches a point where comments are becoming personal from board member to board member or even questioning the chair's intentions and character. How do you respond in order to keep the discussion collaborative and professional?
3. During deliberations on the final candidates, one board member states they have information from credible sources that one candidate has issues in their background that the rest of the board does not know about and that is why they won't support their candidacy. How could your board manage the deliberations?

Again, these situations are rare; however, should they arise what can your board agree upon as fundamental principles to help keep the deliberations as respectful as possible? Please list them below.

# Sample Interview Questions

## Professional Information

1. Why are you interested in this position?
2. What do you consider to be your proudest accomplishment as an educator?
3. How do you systematically improve your knowledge and skills as an administrator?
4. In which professional area of expertise would you most like to improve?

## Biographical and Self-Assessment

5. What administrative strengths will you bring to this school district?
6. If we visited with your staff, what would they say is your most obvious strength?  
Weakness?
7. How does this position fit in with your long-term goals?
8. Do you consider yourself an “out front” leader or a “behind-the-scenes” leader?
9. Why are you seriously interested in becoming our superintendent?
10. What aspects of your education and experience would be especially helpful in this position?
11. How do you respond and personally deal with criticism?
12. What would you like to accomplish in your present position but doubt that you will be able to accomplish? Why?
13. Assume for the moment that you have completed a long successful career in the school district. What would you hope to be the three most significant achievements you will be remembered for?
14. What are your long-term career objectives?
15. What has been the most unpopular decision you have had to make and how did you handle the reaction to this decision?
16. What qualities do you possess that you believe make you an outstanding administrator?

## School Board/Superintendent Relations

17. What is your responsibility if the school board proposes something that you think is educationally unsound?
18. What role do you think the school board should play in the hiring process for various categories of personnel, such as secretaries, teachers, and building administrators?
19. What would you do if you believed one or more school board members were exceeding the proper exercise of their office in the day-to-day operations of the school district?
20. How should a school board member respond to a constituent’s complaint concerning a teacher in an elementary school?
21. What is your definition of an ideal school board/superintendent relationship?
22. How would you help the school board maintain its leadership role in this world of educational change?
23. What would be your reaction if the school board opposes something which you thought was sound? What if the school board proposes something which you think is unsound or inappropriate?
24. How would you expect to be evaluated?
25. How would you work with a chronically “split board?”
26. What kind of understanding would you hope to establish between the school board and yourself in order to administer this school district effectively?

27. How would you keep the school board informed about what is happening in the school district?
28. How would you expect the school board to help you as a superintendent?
29. Describe your vision of the perfect relationship between the school board and the superintendent. What have you done in your past assignments to help achieve that relationship?
30. What types of events or behaviors have caused you to feel at odds with your school board and how have you resolved those situations?
31. Describe how you keep your school board fully informed between meetings.
32. Describe how you would prepare an agenda for the next school board meeting. What is your procedure for determining how items get on the agenda?
33. How would you prepare the school board to make a decision on a politically sensitive or controversial issue?
34. How do you feel the annual evaluation of superintendent performance should be handled? What elements should be included in the evaluation?
35. What is your role in developing school board policy?
36. What role should the superintendent play in orienting new school board members? How should this be accomplished?
37. How would you propose to have your performance evaluated? By whom? On what criteria? How often?
38. Tell us about your past relations with your school board.
39. How do you balance conflicting interests between school board and school district support groups?

### **Personnel, Management, and Administration**

40. Describe your philosophy of effective delegation.
41. What do you consider to be the most important duties of a CEO?
42. How would you set up an accountability system for personnel?
43. How would you motivate the teaching, administrative, and support staff to achieve new levels of excellence in education for children of all abilities?
44. What do you understand to be your responsibility in providing professional educational leadership?
45. How have you shared decision making with staff and citizens?
46. How aggressive would you be in creating change within the school district?
47. How would you build trust and collaboration within the school district?
48. How would you describe your management style? Would your subordinates describe it the same way?
49. What is your understanding of the administrative team concept? How would you implement that concept?
50. How do you delegate responsibility to others?
51. How would you improve the abilities of the professional staff?
52. Is there a difference between management and leadership? If so, what might that be? Can an individual be a manager and a leader?
53. How would you describe your management philosophy? Your managerial strengths and weaknesses?
54. How would you go about evaluating the effectiveness of our current administrative team? If you were to feel some re-alignment were necessary, how would you go about making a change?

55. How do you make decisions? Please relate the process you used in making your last important decision.
56. What process do you use (or would you use) to hire staff? At the school district level? At the building level?
57. How do you handle a conflict between parents and a building principal over school rules?
58. What is your philosophy concerning the recruitment of personnel?
59. What procedures do you find most useful in recruiting administrators and teachers?
60. Describe your experience with negotiations. What role do you prefer to play? How much has your school board been involved?
61. How do you maintain a collaborative relationship with the staff and/or teachers' association?
62. What kind of authority do you give to principals, and how do you hold them accountable?
63. If a teacher expresses concern to you about a principal's written evaluation of his/her performance, what would you do?
64. What is your philosophy concerning human resource development?
65. Tell us about your training in conflict management and consensus building.

### Finance and Building Programs

66. What is your procedure in developing a school district-wide budget?
67. What are some of the techniques you would recommend the school district use to cut the budget if that becomes necessary?
68. How would you suggest this school district handle long-range financial planning?
69. What is your experience in organizing and successfully passing bond issues?
70. Explain how you achieved success in past assignments that required coping with flat or minimally increasing revenues in the face of substantially increasing student enrollments.
71. Explain how you have achieved the appropriate balance between the need to protect the taxpayer's wallet and the need to have an outstanding program for students.
72. How would you develop a budget for the school district?
73. What is the school board's role in the budget process?
74. How would you involve the school board, staff, and the community in the budget process?
75. What is your experience in passing referendums?
76. How would you describe your understanding of school district finance? What do you know of finance issues?
77. Describe the budget-making process you have used.
78. What has been your experience with budget management, budgetary controls, and budget reduction?
79. What financial responsibilities have been assigned to others in your school district?
80. How would you suggest establishing a reasonable balance between budgeting for needed school district improvements and maintaining the fiscal integrity of the school district?
81. What financial difficulties have you encountered? What did you do?
82. How involved are you in the budgeting process and financial planning of your school district or do you leave those decisions to a business manager? (Superintendents from large school districts usually have a business manager.)

### Community Relations

83. Describe ways you would help build public confidence in this school district.
84. How would you be involved in the community?
85. How have you effectively kept the public involved with the school district?

86. As CEO, how would you establish partnerships with the business community to support the school district?
87. What is the role of the superintendent and the school board in developing community support for the schools?
88. How would you involve the business community in the schools?
89. How would you involve the community in the schools?
90. Describe what you believe is an effective public information program.
91. How would you, as superintendent, be involved in the civic affairs of the community?
92. How do you make yourself available to community members/groups who have need of information, questions, concerns?
93. Give some specific examples of ways you have successfully communicated to your shareholders accomplishments and problems.
94. How is the content of regular reports to the community determined?
95. What evidence can you cite which indicates your success in gaining school board and community support for educational programs?
96. How important do you feel it is for the superintendent to be visible throughout the community? How would you decide what activities/organizations are worth the time and effort of active participation?
97. How would you inform the staff of action taken at the last school board meeting?
98. How would you handle parent complaints about teacher performance?
99. What role do you believe you should play in community organizations?
100. How do you maintain visibility in the school district where you work now?
101. Describe your relations with your business community.
102. How have you succeeded in maintaining connection with and support from families who no longer have children in the schools?

### Diversity, Equity, and Inclusion

103. How will you lead to ensure that the diverse and rich backgrounds of all members in our school community will be heard and included?
104. Please provide an example of how you have intentionally sought out diverse perspectives to reach a more just and equitable outcome.
105. Please share your understanding of how diversity, equity, and inclusion are interconnected.
106. How will you work to improve educational experiences and outcomes for our students who have been historically underserved and underrepresented?
107. Please describe your approach to recruiting, hiring, and retaining more educators of color? (Or Please describe your approach to recruiting, hiring, and retaining more Black and Indigenous educators and educators of color?)
108. What does educational equity mean to you?
109. How has your racial identity and culture shaped and informed your world view? How are you actively working to increase and grow your own racial and cultural critical consciousness?
110. How will you develop authentic and enduring partnerships with various district stakeholder groups to support the achievement of all students?
111. Describe how you would handle the inevitable opposition that often accompanies the courageous work of educational equity.
112. School districts are responsible for providing a high quality, equitable education for each and every student. What does an equitable education look like to you and how will you lead with an equity lens?

113. Share examples of systemic and institutional racism in our education system. How will you work toward dismantling those barriers?
114. Provide an example of the strategies you have used to create an inclusive learning environment for all students, regardless of ability, race, or life experiences.
115. How would you advocate for equity and diversity initiatives with both staff and community members that don't see its value?
116. Why do you think it's important to address diversity and equity issues in this position, and what are some ways you might do that?
117. As a member of district administration, what does it mean to you to use an "equity lens" in your decision-making processes?
118. Has the pandemic changed your perceptions of equity issues in public education, and if so, in what ways?

## Negotiations

119. Do you prefer to use traditional or collegial process for bargaining? Why?
120. If we talked to a union representative in your school district, how would he or she describe your relationships?
121. Have you worked with outside consultants in the area of collective bargaining? How do you choose and work with outside consultants?
122. Describe your experience in working with employee unions.

## Curriculum and Instruction

123. How have you been involved in using technology in administration and instructional programs?
124. Describe how you would evaluate the instructional programs of this school district.
125. What have you found to be effective in increasing the achievement of low socio-economic and minority students?
126. How would you determine the educational strengths and weaknesses of the school district?
127. How would you achieve and maintain the proper balance between academics and extracurricular programs?
128. Describe the techniques you have found most successful to maintain and improve the quality of instruction in classrooms with a stable and long-tenured staff.
129. Describe the educational change in your previous school district of which you are most proud.
130. What criteria do you use in evaluating an instructional program?
131. What, if any, new educational programs are available which are likely to improve schooling for pre-kindergarten students? Elementary students? Middle school students? High school students?
132. What have you done to upgrade the educational programs in schools under your supervision? How have you evaluated the results?
133. During your first year as our superintendent, how might you go about determining the strengths and weaknesses of this school district?
134. What educational programs at the federal level do you consider most significant at this time?
135. Describe your most successful efforts to use the influence of the superintendency to increase student achievement at the elementary, middle school, and high school levels.
136. How would you determine whether an excellent school system needs to be improved?
137. How would you conduct an assessment of the school district's current curriculum and its instructional programs?

138. Describe an appropriate role for the school board in curriculum development.
139. Discuss how you would ensure the relevance of a school district's educational program for students in the next century.
140. What do you see as the emerging role of technology as used in education?
141. What curricular innovations have you implemented in your school district?
142. What worthwhile educational trends do you see as having a significant impact on education in the immediate future?
143. What process do you use to bring about curriculum changes in your school district?
144. What are your thoughts on "inclusion" for multi-needs special education students?

### Accountability

145. What do you view as your major responsibilities in helping our school district meet the requirements of the accountability system?
146. What were some of your previous successes in meeting the state standards?
147. What else should be included in a local accountability system beyond those required by the state?
148. Describe your involvement and successes in the establishment or revision of legislation favorable to schools in general and your past school districts in particular.

### Grant Writing and Administration

149. What are some examples that demonstrate your background in grant writing and administration?
150. How should a school district implement a successful grant writing and administration program?
151. Who are some of the key people involved in a successful grant program?
152. What is your basic philosophy regarding the use of grants to fund public education?
153. What grants have you written and how have they impacted student learning?

### Leadership

154. What are the strongest leadership characteristics you bring to the position of superintendent?
155. What would your former subordinates say about your leadership style?
156. Give us a couple of examples of tough leadership situations you've faced in the past and how you handled them.
157. What's your approach for dealing with the different leadership styles among those leaders who work for you?
158. What would your school board/administration say are your strengths/weaknesses?
159. In considering your last one or two positions, describe a few accomplishments which you would attribute to your leadership.

### Dealing with Change

160. How do you intend to deal with the significant number of changes occurring in education today?
161. What are some examples of significant changes you instituted in your past organizations?
162. How do you build the support needed throughout the organization for needed changes?
163. How do you motivate those in the school district who tend to resist needed changes?

## Planning

164. How are the school board's role and the superintendent's role in school district planning different?
165. How should the community be involved in school district planning?
166. How would you lead the school district in developing long-range strategic and short-range operational plans?
167. What type of information about school district operations should the superintendent supply to school board members?
168. How would you determine long-range and short-range goals for the school district? Whom would you involve in the planning process? Have you worked on a strategic plan for your school district?
169. How would you implement short- and long-range school district goals? How would you monitor and evaluate their implementation?
170. When, if ever, do you feel the use of staff or community advisory committees is appropriate? How would you use them?
171. How do you delegate to others? How do you monitor the performance of those who are responsible?

## Technology

172. Give an example of how your school district now uses technology.
173. Explain how your present school district uses technology in the classroom.
174. Describe how you have been involved in implementing technology in your school district.
175. What does the research tell you about the use of technology in the classroom?

## Summary

176. If selected, when would you be able to assume this position?
177. Upon review of the school district's hiring criteria, is there anything about your past work experience that you would like to share with us?
178. Do you have any questions you would like to ask school board members?

## The Candidate's Turn

The school board has its questions answered; now it's the candidate's turn. The school board plans time in the interviews so candidates can ask questions about the school board's expectations and the school district. If the school board-superintendent relationship is akin to a "marriage," then both parties need to understand the other before making a commitment. The superintendent wants the school district to be a good fit for him/her as much as the school board wants the superintendent to be a good fit for the school district.

With a small pool of qualified candidates and a highly competitive environment, school board members should be prepared to explain why their school district is a good place to work, while acknowledging the challenges they face.

School board members should be aware that candidates, especially those who consider themselves finalists, are asking tougher and tougher questions.

### Sample Candidate Questions

- How do you evaluate your superintendent?
- What are the strengths of the school district?
- What are the school board's short- and long-term goals? What is the school district's vision?
- What are the school district's biggest challenges?
- How would you describe the relationship between the administration and teachers?
- What is the school district's financial condition?
- What does the school board see as its role? What about the superintendent's role?
- What are your strengths and weaknesses as a school board?
- Does the school district have any problems of which I should be aware?
- What does your community expect in terms of my involvement in the community?
- How will key administrators be selected?
- What are the most important skills you expect a superintendent to possess?
- How does the school board involve itself in the operation of the school district?

# Sample Reference Check Questions

Remember, the reference check questions asked should relate both to the candidate's work and the school board's established hiring criteria. Some sample questions to ask references are provided below.

## Questions to Ask School Board Members

- How often and under what circumstances did XXX contact you?
- What is XXX's role in building the agenda for the school board meeting?
- What is XXX's role at a school board meeting?
- How does XXX deal with school board members who have different agendas or points of view?
- Has XXX shown the ability to hold employees accountable for results?

## Questions to Ask School District Employees

- Does XXX know your name?
- How do representatives of your employee group discuss work-related issues with XXX?
- Does XXX formally or informally recognize employees for good work?
- Can you identify a situation that has caused XXX to terminate the employment of, or to reprimand, an employee? How was it handled?

## Questions to Ask Citizens

- Describe XXX's level of involvement in the community.
- What is the community's impression of XXX's ability to maintain control of school district costs?
- What is the community's perception of the quality of education in your school district?
- How has XXX developed support from businesses and other stakeholders?
- What is most needed in your school district?

## Tips for Conducting Reference Checks

- *Always* check references.
- Do not ask “Don’t Ask” questions.
- Avoid asking “yes/no” questions.
- Ask about the candidate’s working relationship with other administrators and staff.
- Ask follow-up questions to get specifics. “Can you provide me a specific example?”
- Ask in what areas the candidate could use additional training or experience.
- Ask the critical questions: “Would you rehire the individual? If no, why?”
- Call past employers as well. The current employer may have reasons for wanting the candidate to leave, and this may distort the answers you received.

## Deliberating in Public

The most difficult part of the superintendent search typically involves the final step: debating which finalist best meets the school district’s needs.

The debate is public. Many school board members struggle to balance meeting the spirit of the Open Meeting Law with the logistics of an open, honest discussion about the candidates’ attributes. How can school board members ensure they don’t offend any of the candidates? After all, what will happen if the top candidate declines the position and the school board has alienated its second or third choice?

While these concerns are legitimate, the school board must remember that it is analyzing the candidates because the candidates “voluntarily” sought the position. Candidates for a high-profile public position, such as the superintendency, know they will be judged on criteria set by the school board and/or community and that they will be judged against other candidates. As professionals, they willingly put themselves in that position in order to seek out opportunities in other school districts.

However, school board members should not launch into the process until they are prepared. School board members are reminded to treat the candidates fairly and with respect by emphasizing the candidates’ positive attributes instead of pointing out negative ones. This approach will call attention to a school board’s professionalism. If questions arise, school board members should seek advice from an MSBA search consultant.

If the school board has determined the qualifications it wants and carefully constructs the interview questions, the debate will follow logically. Do not, as individuals, go off on “fact-finding” missions. Do not entertain the demands of one self-interest group while ignoring others. Remember, the school board is trying to find someone to lead the entire school district, and the school board must try to match that individual’s skills with the individuals already employed by the school district.

School boards that plan ahead, abide by the law, and treat people with respect seldom have difficulty in finding new leadership for their school districts. By conducting a quality search, school boards will help usher in new leadership and elevate their stature as quality school boards with a quality educational product.

<b>Do:</b>	<b>Don’t:</b>
<ul style="list-style-type: none"><li>• Focus on the positive attributes of candidates during public discussion rather than negative ones.</li><li>• Judge candidates based on the school board’s pre-established criteria.</li><li>• Treat the candidates the way you would want to be treated.</li></ul>	<ul style="list-style-type: none"><li>• Go on individual fact-finding missions.</li><li>• Let a special interest group shape the process.</li><li>• Alienate any of the finalists.</li><li>• Discuss the candidates in between interviews – save that discussion until you’ve completed the interviews for that round.</li></ul>

## SUPERINTENDENT CONTRACT

### ARTICLE I PURPOSE

This Contract is entered into between Independent School District No. \_\_\_\_\_, \_\_\_\_\_, Minnesota, hereinafter referred to as the School District, and \_\_\_\_\_ 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 for Superintendent Services is entered into between the School District and the Superintendent in conformance with and governed by Minnesota Statutes 123B.143.

For Combined Positions: This Contract for [Superintendent/continuing contract position] services between the School District and the [continuing contract position] is in conformance with and governed by Minnesota Statutes 122A.40 and nothing in this Contract waives statutory continuing contract and other statutory rights related to [continuing contract position]. The [continuing contract position] constitutes \_\_\_\_% of the Superintendent's employment position with the District.

*NOTE to Article II: The second paragraph governs situations in which the Administrator is serving a combined position as a Superintendent and continuing contract position, such as a principal, and the parties agree that the continuing contract position continues to be governed by Minnesota Statutes 122A.40. The provision will need to be consistent with current Teacher Master Contract and Principal Master Contract right to return provisions.*

### 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 \_\_\_\_\_ years commencing on July 1, 20\_\_, and ending on June 30, 20\_\_ . 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.

*NOTE to Article IV, Section 1: Pursuant to Minnesota Statutes 123B.143, Subd. 1., a School Board may enter into a Contract with a Superintendent for a period of time no longer than three (3) years.*

*The Contract must provide that the School Board, at its discretion, may or may not enter into a subsequent Contract. Such a Contract may not be extended during its term. However, during the last three hundred sixty-five (365) days of such a Contract, a School Board may negotiate and enter into a subsequent Contract to take effect upon the expiration of the existing Contract. Such subsequent Contract must be contingent upon the Superintendent completing the terms of the existing Contract.*

**Section 2. 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 Minnesota Statutes 123B.143, Subd. 1.

*NOTE to Article IV, Section 2: See "NOTE to Article IV, Section 1."*

**Section 3. Termination During the Term:** The Superintendent's employment may be terminated during the term of this Contract only for cause as defined in Minnesota Statutes 122A.40, Subd. 9 and Subd. 13, but, except for purposes of describing grounds for discharge, the provisions of Minnesota Statutes 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 Minnesota Statutes 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, 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.

**Section 4. Notice of Intent:** The Superintendent bears the responsibility in this Contract for reasonably notifying the School Board in writing of the notice requirement in order for it to be binding and effective. Failure of the School Board to take action authorizing the negotiation of a subsequent Contract in the first six months of the final year of this Contract, will serve as notice to the Superintendent that the School Board will not enter into a subsequent Contract.

**Section 5. Subsequent Contract:** If the School Board takes action authorizing the negotiation of a subsequent Contract, the parties will act in good faith to complete negotiations and enter the subsequent Contract before the end of this Contract. This action will include a provision that, in the event that negotiations for a subsequent Contract have not been completed by the end of this Contract's term, the parties will enter into a subsequent Contract for the term set forth in the School Board's action and that the new subsequent Contract's compensation and

benefits level in the last year of this Contract is the same as in the current Contract pending final negotiations of compensation and benefit terms for the new Contract.

*NOTE to Article IV, Section 5: This addresses situations in which the Superintendent's employment Contract passed June 30th while negotiations continue. This acknowledgment includes a provision consistent with Minnesota Statutes 123B.143 by which continued negotiations after June 30th of the last year of a Contract result in a subsequent Contract for the term set forth in the Resolution and at the Superintendent's current salary and benefits, pending final negotiation of terms. This is not an extension of the current Contract by School Board action or inaction as prohibited by Minnesota Statutes 123B.143. This will be reflected in the adopting action for the current Contract.*

*Notice to start Contract negotiations can be by default, i.e., the School Board not acting to start negotiations within a set period (as drafted above) or by affirmative notice such as a notice of intent not to renew. But reasonable notice to start or not start Contract negotiations, whether by default or affirmative action, should be given and the six-month period suggested above for such notice fits within the standard hiring cycle.*

Section 6. Mutual Consent: This Contract may be terminated at any time by mutual consent of the School Board and the Superintendent.

Section 7. 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.

*NOTE to Article V: School districts should consult TRA to determine if a proposed administrative leave will be eligible for TRA service credit.*

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 \_\_\_\_\_ 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. [or other greater accumulation provision such as “vacation leave may accumulate to a maximum of \_\_\_ days during the course of this Contract.”]. Upon voluntary termination of employment 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; however, if the Superintendent is involuntarily terminated, the Superintendent shall not be entitled to unused earned and accrued vacation days.

Section 3. Section 3. Holidays: The Superintendent shall be entitled to \_\_\_\_\_ paid holidays as designated by the School Board each Contract year.

*NOTE to Article VI, Section 3: The specific holidays should be listed.*

Section 4. Sick Leave: The Superintendent shall earn paid sick leave at the rate of \_\_\_\_\_ day(s) each working month, and earned sick leave may accumulate to a maximum of \_\_\_\_\_ days. Sick leave shall be allowed whenever the Superintendent’s absence is found to have been due to the illness and/or injury of the Superintendent, or the Superintendent’s immediate family. “Immediate Family” is defined as the Superintendent’s child, adult child, spouse or registered domestic partner, sibling, parent, parent-in-law, grandchild, grandparent, and all similar relationships that are preceded with “step” or “foster.” Upon voluntary termination of employment or expiration of the Contract, if not offered a subsequent Contract, the Superintendent shall be entitled to payment for any unused sick leave days earned and accrued pursuant to the provisions of this section; however, if the Superintendent is involuntarily terminated, the Superintendent shall not be entitled to unused earned and accrued sick leave days.

Section 5. Earned Sick and Safe Time (ESST): The Superintendent shall earn, use, and accumulate ESST in conformance with the School District’s Employment Policies and Minnesota Statutes 181.9445 – 181.9448.

*NOTE to Article VI, Sections 4 and 5: These sections must be modified to reflect the current implementation of Sick Leave/ESST within the School District. For example: the School District may have implemented Paid Time Off (PTO) to address sick leave and all other leaves, or the School District may have converted all sick leave to ESST. The School District’s policy may also front load all leave versus accrue it on a defined period basis.*

Section 6. Workers’ Compensation: Pursuant to Minnesota Statutes 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. Bereavement Leave: The Superintendent shall be granted bereavement leave for a death within the Superintendent's immediate family, as defined in Section 4. The time utilized shall be in an amount to be determined after conferring with the School Board Chair. Days utilized *[will or will not]* be deducted from the Superintendent's sick leave.

Section 8. Emergency Leave: The Superintendent may be granted paid emergency leave at the discretion of the School Board.

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 their 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 \_\_\_ percent of the Superintendent's regular salary until the expiration of the waiting period for long-term disability insurance.

Section 12. Medical Leave: The Superintendent may be placed on a leave of absence for health reasons pursuant to the procedures outlined in Minnesota Statutes 122A.40, Subd. 12.

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 paid 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: The School District shall provide the Superintendent and the Superintendent's dependents with health and hospitalization and dental insurance coverage under the School District's group health and hospitalization and dental insurance plans at the expense of the School District.

*[or]*

The School District shall provide the Superintendent and the Superintendent's dependents with health and hospitalization insurance coverage under the School District's group health and

hospitalization insurance plan. The School District shall contribute the sum of \$\_\_\_\_ per month toward the premium for such insurance. The balance of the premium shall be paid by the Superintendent through payroll deduction. The School District shall also provide the Superintendent and the Superintendent's dependents with dental insurance coverage under the School District's group dental insurance plan. The School District shall contribute the sum of \$\_\_\_\_ per month toward the premium for such insurance. The balance of the premium shall be paid by the Superintendent through payroll deduction.

*NOTE to Article VII, Section 1: 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 ACA will be placed into another School District provided benefit) (i. e., a retirement HRA, salary, etc.) as agreed upon between the parties.*

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 amount of \$\_\_\_\_ payable to the Superintendent's named beneficiary(ies).

*NOTE to Article VII, Section 2: According to the Internal Revenue Service rules, the amount of School District premium contribution that pays for life insurance coverage in excess of \$50,000 is considered taxable income, so the School District should be certain that it is reporting that contribution as such, and the Superintendent needs to know why that amount is being reported.*

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. 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, Minnesota Statutes 123B.02, Subd. 15., School District policy, and as otherwise provided by law.

Section 2. Vehicle: The School District shall compensate the Superintendent for business use of the Superintendent's private vehicle at the rate of \_\_\_\_ cents per mile pursuant to Minnesota Statutes 471.665, Subd. 1 as allowed by Internal Revenue Service guidelines.

[or]

The School District shall provide the Superintendent with a monthly allowance of \$\_\_\_\_ for business use of the Superintendent's private vehicle pursuant to Minnesota Statutes 471.665, Subd. 3 as allowed by Internal Revenue Service guidelines.

*NOTE to Article VIII: Prohibition Against Combination of Options. One of the two options above should be selected, and the other option deleted. Some School Districts have been utilizing a combination of Minnesota Statutes 471.665, Subd. 1 and Subd. 3 — i.e., in-district travel and out-of-district travel. However, an opinion by the Minnesota Attorney General indicates that using the combination is improper (see Op. Atty. Gen. 11/20/95).*

*NOTE 2 to Article VIII: Prohibition Against Personal Use of School District Vehicle. Two opinions by the Minnesota Attorney General conclude that a School District may not provide a school district-owned vehicle which the Superintendent utilizes for personal use even if the Superintendent pays for such personal use (see Op. Atty. Gen. 161b-12 1/24/89 and Op. Atty. Gen. 395b- 10/24/89).*

*NOTE 3 to Article VIII: Statutory Restrictions on Personal Use of District-Owned Vehicles. Minnesota Statutes 471.666 prohibits personal use of a vehicle owned, leased by, or loaned to a School District, except for incidental use related to School District business. Such a vehicle may not be used for transportation to or from the residence of the School District employee except for narrow, incidental use related to the School District's business. The effect of this restriction is so limiting that a School District's provision of District-owned, leased, or loaned vehicles for any personal use by the Superintendent is impractical (see Minnesota Statutes 471.666).*

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 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.

## ARTICLE IX SALARY

The Superintendent shall be paid an annual salary of \$\_\_\_\_\_ for the 20\_\_-20\_\_ Contract year, \$\_\_\_\_\_ for the 20\_\_ - 20\_\_ Contract year, and \$\_\_\_\_\_ for the 20\_\_-20\_\_ Contract year. During the term of this Contract, the annual salary may be modified but shall not be reduced. The annual salary shall be paid in equal installments during the Contract year.

[or]

The Superintendent shall be paid an annual salary of \$\_\_\_\_ for the 20\_\_- 20\_\_ Contract year. The parties shall endeavor to agree by April 1 of each subsequent year as to the amount of the salary for the following year. During the term of this Contract, the annual salary may be modified but shall not be reduced. The annual salary shall be paid in \_\_\_\_\_ installments during the Contract year.

*NOTE to Article IX: Options. School Boards should use only one of the paragraphs above. The first paragraph fixes a salary for more than one year, while the second paragraph fixes the salary for one year and requires mutual agreement for the subsequent year(s). Practices vary from School District to School District.*

## ARTICLE X EVALUATE PERFORMANCE

The School Board shall oversee, direct, and evaluate the Superintendent's performance as the School Board sees fit.

*NOTE to Article X: The School Board and Superintendent should discuss a process for conducting at least an annual evaluation of the Superintendent's performance.*

## ARTICLE XI 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, the Superintendent 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, as solely determined by the School Board, such activities do not impede the Superintendent's ability to perform the duties of the superintendency. However, 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 their 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 Minnesota Statutes Chapter 466. This indemnification and defense obligation extends to all costs and fees incurred by the Superintendent in any internal investigation of a claim against the Superintendent that does not result or would not have resulted in substantial disciplinary action against the Superintendent (defined as sufficient to create public data under the final disposition of a disciplinary action provisions of Minnesota Statutes 13.43, Subd. 2). Payment of legal fees includes when the Superintendent incurs individual legal costs in serving as a witness in a claim against the School District. Nothing herein affects the Superintendent's right to legal counsel of the Superintendent's choice. Nothing herein affects the parties' right to negotiate payment of legal fees as part of a separation agreement.

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.

*NOTE to Article XI, Section 3: Until 2007, school districts were restricted to paying dues for their superintendents to belong to professional and educational organizations, but the 2007 Minnesota Legislature enacted Minnesota Statutes 123B.02, Subd. 24, allowing school districts to pay dues for other organizations if their school boards deemed such membership to be appropriate.*

Section 4. [Other Applicable Provisions: In this section, other terms and conditions of employment as agreed on between the parties should be included. Items such as severance pay, payment for unused sick leave, and extended leaves of absence, if provided to the Superintendent, are examples of what could be included. Since superintendents’ contracts vary greatly in the manner in which they address such provisions, no attempt has been made to develop specific model Contract language. However, if the parties are considering the inclusion of such provisions, both MSBA and MASA may be able to provide sample language upon request.]

*NOTE to Article XI, Section 4: A “highly compensated employee” is an employee with estimated annual wages that are greater than sixty percent (60%) of the governor’s salary and are equal to, or greater than, eighty percent (80%) of the estimated annual wages of the second highest paid employee of the School District. Severance pay for highly compensated employees is restricted to an amount equivalent to six (6) months of wages. For purposes of this restriction, payments for accumulated vacation and sick leave liquidated to cover the cost of group term insurance may be paid in addition to the six (6) months of severance pay. For exceptions to the six (6)-month restriction, see Minnesota Statutes 465.722, Subd. 3.*

ARTICLE XII  
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\_\_.

IN WITNESS WHEREOF, I have subscribed  
my signature this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Clerk

