

**PLAINVIEW-ELGIN-MILLVILLE COMMUNITY SCHOOL
SUPERINTENDENT CONTRACT**

The School Board of Independent School District No. 2899, Plainview Minnesota (School District) enters into this agreement with Gary Kuphal (Superintendent), a legally qualified and licensed superintendent, who agrees to perform the duties of Superintendent of Schools of the School District.

The School District and the Superintendent agree as follows:

I. Applicable Statute:

This agreement is entered into between the School District and the Superintendent in conformance with M.S. 123B.143, Subd. 1.

II. Licensure:

The Superintendent shall furnish throughout the life of this contract a valid and appropriate license to act as Superintendent in the State of Minnesota as provided by applicable state laws, rules and regulations.

III. Duration, Extension, Expiration, Termination, and Mutual Consent:

1. Duration.

This contract is for a term of 2 years commencing on July 1, 2011 and ending on June 30, 2013. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent, or unless terminated or extended as provided herein.

2. Subsequent Contract.

- a. Notice by Superintendent: The notice provisions of this contract shall obligate the School Board only if no later than September 1 immediately prior to the expiration of this contract the Superintendent provides written notice to each member of the School Board calling to the attention of members of the School Board the notice requirements as contained in this section of the Superintendent's contract; provided that if the Superintendent provides this notice after September 1, the November 1 and December 31 deadlines in subparagraphs b and e shall be extended by the same number of days that the Superintendent's notice is delayed beyond September 1.
- b. Preliminary Notice – School Board: In the event the School Board is contemplating not offering the Superintendent a subsequent contract, the School Board shall give preliminary written notice of such intent not to offer a subsequent contract no later than November 1 immediately preceding the date of expiration of this contract.
- c. Request for Meeting: Within ten calendar (10) days after receipt of an intent not to renew as provided in Paragraph b hereof, the Superintendent may request in writing, a meeting with the School Board to discuss its intentions, the reasons therefore, and ways in which any concerns of the School Board might be addressed by the parties.
- d. Meeting Between the Parties: Upon receipt of such request, the School

Board shall within fifteen (15) days hold a meeting with the Superintendent.

- e. Final Action – School Board: The School Board shall delay taking final action on a subsequent contract for at least seven (7) calendar days after the meeting between the parties. However, the School Board shall take final action on a subsequent contract no later than December 31 and shall notify the Superintendent of such action in writing.
- f. Effect: The timeline provided herein is intended to provide both the School Board and the Superintendent with an appropriate process to address the subsequent contract issue and is intended to bind both parties unless the parties mutually agree to extend the timeline in writing agreement between the School Board Chair and the Superintendent. In such event, the School Board Chair shall confer with and notify School Board members, in writing, of such extension.

3. Expiration.

This contract shall expire at the end of the term specified in Section 1 hereof. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Superintendent shall cease, unless a subsequent contract is entered into in accordance with M.S. 123B.143, Subd. 1.

4. Termination During the Term.

The Superintendent's employment may be terminated during the term of this contract only for cause as defined in M.S. 122A.40, Subs. 9 or 13. Except for purposes of definition of cause, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the contract term for cause as described in M.S. 122A.40, Subs. 9 or 13, it shall notify the Superintendent in writing of the proposed termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing within fifteen (15) calendar days after receipt of written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The superintendent may be suspended with pay pending final determination by the arbitrator. If the superintendent fails to request a hearing as provided herein within the fifteen (15) calendar day period, it shall be deemed acquiescence by the Superintendent to the School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the Superintendent shall have no further claim or recourse.

5. Mutual Consent.

This contract may be terminated at any time by the parties by mutual consent.

IV. Duties:

The Superintendent shall have charge of the administration of the schools under the direction of the School Board. The Superintendent shall be the chief executive officer

of the School Board; shall direct and assign teachers and other employees of the schools under the Superintendent's supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the school district subject to the approval of the School Board; shall select all personnel subject to the approval of the School Board; shall from time to time suggest policies, regulations, rules, and procedures deemed necessary for the School District; and in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the School Board from time to time. The Superintendent shall abide by the policies, regulations, rules, and procedures established by the School Board and the State Board of Education. The Superintendent shall have the right to attend School Board meetings and all School Board and citizen committee meetings, serve as an ex-officio member of School Board and all School Board committees and provide administrative recommendations on each item of business considered by each of these groups.

V. Duty Year and Leaves:

1. Basic Work Year.

The Superintendent's duty year shall be for the entire 12-month contract year as provided herein and the Superintendent shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Superintendent shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

2. Vacation.

The Superintendent shall earn 25 working days of annual paid vacation each contract year. Unused vacation must be taken within 12 months after the end of contract year in which it is earned. Up to fifteen days of unused vacation will be paid out per year. Upon termination of employment, the Superintendent shall be entitled to payment for any unused vacation days accrued through June 30, 2011, and earned pursuant to the provisions of this paragraph.

3. Holidays.

The Superintendent shall be entitled to eight (8) paid holidays each contract year designated by the School Board: New Years Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

4. Sick Leave.

The Superintendent shall be credited with sick leave at the beginning of the contract year as follows: first year, 20 days; second year and every year thereafter 15 days until a maximum of 115 days has been reached.

5. Emergency Leave.

The Superintendent may be granted up to 15 paid emergency leave days during the contract year.

6. Medical Leave.

a. The Superintendent and School District agree to incorporate by reference and be bound by the provisions of M.S. 122A.40, Subd. 12 relating to suspension and leave of absence for health reasons.

b. If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and

has not been suspended or placed on leave of absence pursuant to M.S. 122A.40, Subd. 12, the Superintendent shall, upon request, be granted a medical leave of absence up to one year in duration, without pay. The School Board may, in its discretion, extend such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written statement from a physician outlining the condition of health and estimated time at which the Superintendent is expected to be able to resume normal responsibilities. The Superintendent when on medical leave of absence is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Superintendent shall pay the entire premium for such programs as the Superintendent wishes to retain commencing with the beginning of the leave. If medical leave of at least one full year is granted pursuant to this section, the Superintendent voluntarily waives any right to a leave of absence to which the Superintendent might otherwise be entitled pursuant to M.S. 122A.40, Subd. 12.

7. Personal Leave.
At the beginning of each year, the Superintendent shall be credited with 3 days of personal leave.

VI. Insurance:

1. Health and Hospitalization and Dental.
The School District shall provide the Superintendent with family health and hospitalization and single dental insurance coverage, under the School District's group plan, at the expense of the School District.
2. Life Insurance.
The School District shall provide a group term life insurance plan providing \$100,000 of coverage for the Superintendent, payable to the Superintendent's named beneficiary, at the expense of the School District.
3. Long Term Disability Insurance.
The School District shall provide, at School District expense, long term disability coverage for the Superintendent in the School District's group plan.
4. Liability Insurance.
The School District shall provide, at School District's expense, liability insurance naming the Superintendent as an insured, along with the School District, in an amount not less than that which is required by law for the School District
5. Claims Against the School District.
The eligibility of the Superintendent, or the Superintendent's dependents or beneficiary, for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

VII. Other Benefits:

1. Tax Sheltered Annuities.

The Superintendent will be eligible to participate in a tax sheltered annuity plan through payroll deduction established pursuant to Section 403 (b) of the Internal Revenue Code of 1986, Minnesota Statutes Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law.

2. Automobile.

The School District shall compensate the Superintendent for business use of the Superintendent's private automobile at the applicable federal reimbursement rate pursuant to M.S. 471.665, Subd. 1.

3. Conferences and Meetings.

a. The School District shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings with other educational agencies when attendance 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 law.

b. National Conference - The school district shall pay the legally valid expenses for the Superintendent to attend a national school administrator's conference of his choosing.

VIII. Salary:

The Superintendent shall be paid an annual salary of \$113,516.30 for the contract year 2011-2012 and \$117,000 for the contract year 2012-13.

IX. Other Provisions:

1. Outside Activities.

While the Superintendent shall devote full time and due diligence to the affairs of the School District, the Superintendent may serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Superintendent's ability to perform the duties of the Superintendent. The Superintendent shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without prior approval of the School Board.

2. Indemnification and Provision of Counsel.

In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with the Superintendent's employment and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes Chapter 466.

3. Dues.

The Superintendent is encouraged to belong to and participate in appropriate professional education and civic organizations where such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues for organizations as are required, directed, or permitted,

by the School Board. The Superintendent shall present appropriate statements for approval as provided by law.

4. Medical Examination.

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

5. Severance.

The Superintendent shall, after signing a second contract, be eligible for severance pay pursuant to the Provisions of this article upon submission of a written resignation accepted by the School Board. Severance pay shall be based on total accumulated sick leave, subject to the provisions of this agreement. In applying these provisions, the Superintendent's daily rate of pay shall be the basic daily rate at the time of retirement and shall not include any additional compensation.

6. 403b Match.

The Superintendent shall be eligible to participate in a 403b matching contribution plan as allowed by Minnesota statute. The district shall contribute annually an amount equal to the amount contributed by the Superintendent up to and not exceeding \$6,800 for the contract year 2011-12 and \$5,000 for the contract year 2012-13. In order to qualify for the district contribution, the Superintendent must authorize at least a matching contribution to be paid by payroll deduction with equal contributions each pay period.

7. Other.

The School District will pay a one-time payment of \$300 to the Superintendent's purchase of a Smart phone. A contribution of \$50 will be paid toward the monthly service fee.

X. Severability:

If any provision of this contract is held to be invalid by operation of law the remainder of the contract shall not be affected thereby and shall remain in full force and effect. This contract shall be effective only upon signatures of the Superintendent and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action recorded in its minutes.

IN WITNESS WHEREOF, I have
subscribed my signature this
_____ day of April, 2008.

Gary Kuphal, Superintendent

IN WITNESS WHEREOF, I have
subscribed my signature this
_____ day of April, 2008.

School Board Chair

School Board Clerk