

SUPERINTENDENT'S CONTRACT
2018-2021 School Years

The School Board of Independent School District No. 241, Albert Lea, Minnesota (School District) enters into this Contract with Michael Funk (Superintendent), a legally qualified and licensed Superintendent, who agrees to perform the duties of Superintendent of the School District.

The School District and the Superintendent agree as follows:

I. Applicable Statute:

This Contract is entered into between the School District and the Superintendent in conformance with Minn. Stat. § 123B.143.

II. Licensure:

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

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

A. Duration.

This Contract is for a term of three years commencing July 1, 2018, and ending June 30, 2021. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent or unless terminated as provided herein.

B. Expiration.

This Contract shall expire at the end of the term specified in III, A. 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.

C. Termination During the Term.

The Superintendent's employment may be terminated during the term of this Contract only for cause as defined in M.S. 122A.40, Subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the Contract term for cause, as described in M.S. 122A.40, Subds. 9 or 13, it shall notify the Superintendent in writing of the proposed grounds for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The Superintendent may be

suspended with pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided herein within 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.

D. Mutual Consent.

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

E. Contingency.

If this Contract is a subsequent contract entered into prior to the completion of an existing Contract, this subsequent contract is contingent upon the Superintendent completing the terms of the existing Contract.

IV. Duties:

The Superintendent shall have charge of the administration of the 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.

V. Duty Year and Leaves:

A. Basic Work Year.

The Superintendent's duty year shall be for the entire twelve (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.

B. Vacation.

The Superintendent shall earn twenty-five (25) working days of annual paid vacation each Contract year. Unused vacation must be taken within six months after the end of the Contract year in which it is earned. Upon termination of employment, the Superintendent shall be entitled to payment for any unused vacation days accrued and earned pursuant to the provisions of this paragraph.

C. Holidays.

The Superintendent shall be entitled to eleven (11) paid holidays each Contract year as follows:

July 4, Labor Day, Thanksgiving (two days), Christmas (two days), New Year's (two days), Presidents' Day, Good Friday and Memorial Day.

D. Military Leave.

The Superintendent may be granted fifteen (15) days paid annual leave pursuant to M.S. 192.26.

E. Sick Leave.

The Superintendent shall earn paid sick leave at the rate of one and one-half (1-1/2) days for each working month, which may be accumulated to a maximum of one hundred eighty (180) days. The Superintendent will receive a beginning balance of thirty (30) days so the additional one and one-half (1-1/2) days per month will begin after the eighteenth month of employment available for the use of illness or military-related (after the use of 15 days) absences.

F. Emergency Leave.

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

G. Bereavement Leave.

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

H. Medical Leave.

1. Statutory Reference. The Superintendent and School Board 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.
2. Procedure. If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence pursuant to M.S. 122A.40, Subd. 12, the Superintendent shall, upon request, be granted a medical leave of absence, without pay, up to one year in duration. The School Board may, in its discretion, extend such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written statement from a physician outlining the condition of health and estimated time at which the Superintendent is expected to be able to resume normal responsibilities. The Superintendent, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Superintendent shall pay to the School District the entire premium for such programs as the Superintendent wishes to retain commencing with the beginning of the leave. If medical leave of at least one full year is granted pursuant to this section, the Superintendent voluntarily

waives any right to a leave of absence to which the Superintendent might otherwise be entitled pursuant to M.S. 122A.40, Subd. 12.

VI. Insurance:

A. Health and Hospitalization.

The School District shall provide the Superintendent and Superintendent's dependents with health and hospitalization coverage under the School District's group plan at no cost to the school district. If the Superintendent chooses not to enroll in the district's health insurance plan, he will receive an annual stipend in lieu of health insurance equal to the cost of the district's family health insurance premium at the \$2400 deductible plan level, plus an additional \$2400. This amount is based upon a contract year of 12 months commencing on July 1 and ending on June 30. Partial years shall be prorated based upon this 12 months contract year. The Superintendent will pay the fees associated with any funds remaining in his VEBA account as of January 1, 2014 and thereafter.

B. Life Insurance.

The School District shall contribute five hundred dollars (\$500.00) annually toward the purchase of life insurance for the Superintendent.

C. Long Term Disability Insurance.

The School District shall provide, at the School District expense, long term disability insurance coverage for the Superintendent under the School District's group plan.

D. Liability Insurance.

The School District shall provide, at School District expense, liability insurance naming the Superintendent as an insured, along with the School District, in an amount not less than that which is required by law for the School District.

E. Claims Against the School District.

The eligibility of the Superintendent or the Superintendent's dependents or beneficiaries 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:

A. Defined Contribution Pension Plan.

The Superintendent will be eligible to participate in a defined contribution pension 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. The School District will match up to \$11,500.00 per year in contributions.

B. Elected Annuity Contributions.

In addition to the defined contribution pension plan provided under VIIA. Defined Contribution Pension Plan, the School District will pay as taxable income a sum of \$10,000 annually. The payments required under this subdivision may be contributed, at the Superintendent's election, into a supplemental pension plan permitted under section 356.24 providing any income tax benefits as may be permitted by law. The Superintendent is responsible for personal income tax planning and payments.

C. Automobile.

The School District shall compensate the Superintendent for business use of the Superintendent's private automobile at a rate equal to the per mile federal reimbursement rate for business travel reimbursement.

D. Technology.

The Superintendent shall receive a monthly stipend for technology tools in the amount of \$100.00 per month.

E. Licensure Fee.

The School District shall cover the fee of \$75 each fiscal year for the Superintendent through the Minnesota Board of School Administrators.

F. Conferences and Meetings.

The School District shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the School Board. The Superintendent shall periodically report to the School Board relative to all meetings and conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by law.

VIII. Salary:

The Superintendent shall be paid an annual salary of \$172,590 for the 2018-2019 school year and \$176,042 for the 2019-2020 school year. The salary for the 2020-2021 school year will be determined but will not be less than the 2019-2020 school year salary. The salary shall be paid in twenty-four equal installments during the Contract year.

IX. Other Provisions:

A. Outside Activities.

While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, the Superintendent may serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Superintendent's ability to perform the duties of the Superintendent. The Superintendent shall not engage in other employment, consultant service or

other activity for which a salary, fee, or honorarium is paid without the prior approval of the School Board.

B. 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.

C. Dues.

The Superintendent is encouraged to belong to and participate in appropriate professional and educational organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues for professional and educational organizations as are required, directed, or permitted by the School Board. The Superintendent shall present appropriate statements for approval as provided by law.

D. Medical Examination.

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

X. Severability:

If any 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 in its minutes.

IN WITNESS WHEREOF, I have subscribed my signature this 5th
day of September, 20 17.
[Signature]
Superintendent

IN WITNESS WHEREOF, I have subscribed my signature this 5th
day of September, 20 17.
[Signature]
Chair
[Signature]
Clerk