AGREEMENT

between

JACKSON COUNTY CENTRAL
INDEPENDENT SCHOOL
DISTRICT #2895

and

SUPERINTENDENT
Todd Meyer

July 1, 2018- June 30, 2019
SUPERINTENDENT'S CONTRACT

The School Board of Independent School District No. 2895, Jackson, Minnesota enters into this agreement with Todd Meyer, 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:

1. **Applicable Statute**

   This agreement is entered into between the School District and the Superintendent in conformance with M.S. Section 123.34 Subd. 9, Laws 1993, Chapter 350, Article 9, Section 22, and Laws 1993, Chapter 315.

2. **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.

3. **Duration, Extension, Expiration, Termination and Mutual Consent**

   a. **Duration.**

      This contract is for a term of one (1) year, commencing July 1, 2018 and ending June 30, 2019. 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.

   b. **Subsequent Contract.**

      1) The School Board will review the superintendent's contract and notify the superintendent in writing of its intentions and action to renew or non-renew the superintendent's contract prior to January 1, 2019. Likewise, the Superintendent should notify the Board of his intentions to seek employment elsewhere prior to January 1, 2019.

      2) At least thirty (30) days before taking action not to offer the Superintendent a subsequent contract, the School Board shall give written notice of its intent not to offer a subsequent contract. Within ten (10) days thereafter, the Superintendent may request a meeting with the School Board to discuss its intentions, the reasons therefore, and ways in which any concerns of the School Board might be addressed by the parties. Upon receipt of such request, the School Board shall not take action not to offer a subsequent contract until at least seven (7) days after such meeting, which action of the School Board shall be final.
c. **Expiration.**

This contract shall expire at the end of the term specified in section 1 unless extended by mutual consent or as provided herein. At the conclusion of its term or any extension thereof neither party shall have any further claim against the other, and the School District's employment of the Superintendent shall cease.

d. **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. 125.12, Subd. 6 & 8. Except for purposes of definition of cause, the provisions of M.S. 125.12 shall not be applicable. If the School Board proposes to terminate the Superintendent during the contract term for cause as defined in M.S. 125.12, Subd. 8, 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 Minnesota 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 normal arbitration procedure rules and issue a written decision. The decisions 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 of 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.

e. **Mutual Consent.**

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

4. **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 Boards; shall select all personnel subject to the approval of the School Board; shall from time to time suggest policies, regulations, rules and procedures deemed necessary for the School District, and in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the School Board from time to time. The Superintendent shall abide by the policies, regulations, rules and procedures established by the School Board and the State Board of Education. The Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings, serve as an ex-officio member
5. **Duties Year and Leaves**

   a. **Basic Work Year.**

   The Superintendent's duty year shall be for the entire year, which is 260 working days.

   b. **Vacation.**

   The Superintendent shall earn 20 working days of annual paid vacation each contract year. Unused vacation must be taken within twelve months after the end of the contract year in which it is earned. Upon resignation, retirement or termination, unused vacation will be paid in full.

   c. **Holidays.**

   The Superintendent shall be entitled to paid holidays and school breaks as designated on the school calendar. They are Labor and Memorial Day, Thanksgiving, Christmas break, Easter break, Presidents Day, New Year's Day, July 4, and any other days designated in the board-approved calendar.

   d. **Sick Leave.**

   The Superintendent shall earn paid sick leave at the rate of 1.25 days for each working month, which may be accumulated to a maximum of 185 days.

   e. **Emergency Leave.**

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

   f. **Medical Leave.**

   The Superintendent and School District agree to incorporate by reference and be bound by the provisions of M.S. 125.12 Subd. 7 relating to suspension and leave of absence for health reasons.

   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. 125.12, Subd. 7, 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 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 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. 125.12, Subd. 7.

g. **Personal Leave.**

The Superintendent shall be granted two (2) days of personal leave (non-cumulative) each year without salary deduction.

6. **Insurance**

a. **Health and Hospitalization Insurance.**

In the event this Agreement 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 new Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The amount of 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 Affordable Care Act will be placed into another School District provided benefit(s) (i.e. retirement HRA, salary, etc.) as agreed upon between the parties.

Jackson County Central Schools has adopted the Health Reimbursement Arrangement for Active Employees. Each year, beginning with October 1, 2004, Jackson County Central Schools will contribute an amount to an account established in your name. Your Employer will also make available a major medical health plan with relatively higher deductibles, co-pays and/or co-insurance than may have been offered in the past. These benefits are intended to complement one another. Used appropriately, they will provide you the opportunity to maximize the value of your long-term health coverage.

The Health Reimbursement for Active Employees is made available through the Minnesota Service Cooperative's VEBA Plan and Trust (the VEBA) and/or Health Savings Accounts (HSA). It is intended that this arrangement constitute a voluntary employee's beneficiary association under Section 501(c)(9) of the Internal Revenue Code. A detailed description of this arrangement is provided in your VEBA Plan Summary.

**Source of Funding**

The Heath Reimbursement Arrangement for Active Employees is funded entirely with employer contributions. The Health Savings Account is funded by employer contributions.
and/or employee contributions.

Employer Contributions

If you are eligible to participate, Jackson County Central Schools will make a monthly contribution to individual accounts under the Health Reimbursement Arrangement for Active Employees or Health Savings Account in accordance with the following schedule:

$1,100 for each eligible employee who elects single coverage under the group health plan described in Subdivision 2; and

$3,600 for each eligible employee who elects family coverage under the group health plan described in Subdivision 2.

Pay full premium for the VEBA #830.

Group Health Plan

Employer shall also make available the group health plan described as Plan VEBA 830 in the summary attached hereto.

Explanation: The Health Reimbursement Arrangement for Active Employees is only available if the employer also adopts one of the high deductible health plans offered through the Minnesota Service Cooperatives. Replacement of all other group health plans of the employer is recommended but not required as a condition for adoption of the VEBA arrangement. The various high deductible plans offered by the Service Cooperative contain a range of deductibles, co-insurance amounts, co-pays, and other features. For the sake of clarity, and to avoid dispute over details, the plan or plans to be adopted should be made available to both parties.

Administrative Fee

Administrative fees allocable to individual accounts of active employees shall be paid by Jackson County Central Schools. Administrative fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.

Explanation: The Employer is free to decide who will pay administrative fees on individual accounts for active employees. Following termination of employment, however, or upon termination of the VEBA plan, administrative fees will be paid from individual accounts. This approach limits the expense of maintaining numerous dormant and/or small accounts for former employees.

Impact on Other Arrangements

This policy supersedes and revokes all previous policies on this matter, including to the
extent applicable, other written or oral statements of policy and procedure that address other welfare benefits. The policies and procedure outlined herein are not intended to create any contractual rights or duties, and will be applied at Employer's discretion. Although, contributions made to your account in the Health Reimbursement Arrangement for Active Employees are irrevocable, Employer may amend or terminate its contributions policy.

b. Selection.

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

c. Life Insurance.

The School District shall provide a group term life insurance plan providing $300,000 plus Accidental Death & Dismemberment provisions of coverage for the Superintendent, payable to the Superintendent's named beneficiary, at the expense of the School District.

d. Long Term Disability Insurance.

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

e. Liability Insurance.

The School District shall provide, at the 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.

f. 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 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.

7. Other Benefits

a. 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, Minnesota Statutes Section 123.35, Subd. 12, and School District policy. The district will make an annual contribution of $3,500 in 2018-19.

b. Automobile.
The School District shall compensate the Superintendent for business use of the Superintendent's private automobile at the rate designated by the I.R.S.

c. **Conferences and Meetings.**

The School District shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences, state conventions, and meetings with other educational agencies when attendance thereof is required, directed or permitted by the School Board.

d. **Conventions.**

The Superintendent will be permitted to attend the national convention of his professional organizations, at the School District's expense, on an every other year schedule.

e. **Coursework.**

The School District will pay full tuition and supplies which will equal no more than four classes per year at an accredited institution of higher learning and in the area of educational administration.

f. **Moving Expense**

The School District will pay a one-time relocation expenses up to $6,000 for expenses incurred in 2008.

8. **Salary**

The Superintendent shall be paid an annual salary of:
$130,980 for July 1, 2018 to June 30, 2019.

The annual salary may be modified, but shall not be reduced, during the term of this contract. The salary shall be paid in 24 equal installments during the contract year.

9. **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 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 Superintendence. The Superintendent shall not engage in other employment, consultant services or other activity for which a salary, fee, or honorarium is paid without the prior consent 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 appropriate professional state and national educational organizations where such membership will serve the best interests of the School District, e.g., M.A.S.A., A.A.S.A. & A.S.C.D. Accordingly, the School District will pay such membership dues in full. The Superintendent shall present appropriate statements for approval as provided by law.

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 officers is given by the School Board in appropriate action recorded in its minutes.

IN WITNESS WHEREOF, I have subscribed my signature this 23rd day of March, 2018.

[Signature]

Superintendent

IN WITNESS WHEREOF, I have subscribed my signature this 26th day of March, 2018.

[Signature]

Chairperson

[Signature]

Clerk