

## **SUPERINTENDENT CONTRACT**

The Board of Education of Special School District No. 1, Minneapolis, Minnesota (“School District”) enters into this agreement with Ed Graff (“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 accordance with Minn. Stat. §123B.143, Subd. 1.

### **II. Licensure:**

The Superintendent shall furnish, throughout the life of this Contract, a valid and appropriate license, or valid waiver or variance, to act as Superintendent in the State of Minnesota as provided by applicable state laws, rules and regulations. The Superintendent must make a good faith effort to obtain a permanent Minnesota license to act as Superintendent. The Parties acknowledge and agree that if the Superintendent does not have a valid waiver, variance or license, that this Contract terminates without further notice or rights as defined in Section III. 4.

### **III. Duration, Expiration, Termination and Mutual Consent:**

#### **1. Duration.**

This Contract is for a term of three years commencing July 1, 2016, and ending June 30, 2019 as may be extended pursuant to Paragraph III.2 below. 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. The term “Contract Year” refers to each year beginning on July 1 and ending on June 30 during the duration of this Contract as the duration may, from time to time, be extended pursuant to Paragraph III.2 below.

#### **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 except as provided in this Contract, and the School District’s employment of the Superintendent shall cease, unless a subsequent Contract is entered into in accordance with Minn. Stat. §123B.143, Subd. 1. Six to nine months prior to the expiration of this Contract, at the Superintendent’s written request, the School Board shall conduct a performance evaluation of the Superintendent pursuant to Minn. Stat. §13D.05, Subd. 3.

### **3. Termination for Cause during the Term.**

The Superintendent's employment may be terminated during the term of this contract only for cause as defined in Minn. Stat. §122A.40, Subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of Minn. Stat. §122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the Contract term for cause as described in Minn. Stat. §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 fifteen (15) calendar days after receipt of the written notice of the proposed termination, 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.

### **4. 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 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 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.

For years two and three of this Contract, starting July 1, 2017 and July 1, 2018, the Parties shall consider terms defining a performance based Contract. The Parties shall consider such terms in connection with and at the same time the Superintendent's annual evaluation is conducted.

**V. Duty Year and Leaves:**

**1. 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.

**2. Superintendent's Transition.**

Prior to assuming his position on July 1, 2016, the Superintendent may be requested to travel to the School District in June 2016 to prepare for transition and conduct work on behalf of the School District. Such request shall not exceed six (6) days of work. The Superintendent shall be provided compensatory days equal to the days of work, including time required for travel. School District shall pay for the Superintendent's expenses, including airfare, car rental, and hotel, if needed. The Superintendent may use the compensatory days with two (2) days' notice, including the option to use the compensatory days at the commencement of the Contract. The compensatory days shall be with pay and without the need to use vacation or sick leave days.

**3. Vacation.**

The Superintendent shall, at the commencement of each Contract Year, earn 35 working days of annual paid vacation each Contract Year that must be taken by March 31<sup>st</sup> of the calendar year immediately following the end of the Contract Year; however, the Superintendent has the option to cash out no more than 5 of those unused vacation days earned for that Contract Year by providing notice to the Board and the Benefits Department by June 1<sup>st</sup>. Upon contract expiration or earlier 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; however, if the Superintendent is involuntarily terminated, he shall not be entitled to unused earned and accrued vacation days. Cash out shall be at a per-day rate determined by dividing the Superintendent's

then-annual salary by 260 days.

**4. Holidays.**

The Superintendent shall be entitled to 11 paid holidays each Contract Year as designated in the Non-Represented Employee Compensation and Benefit Plan.

**5. Sick Leave.**

The Superintendent shall earn paid sick leave at the rate of 12 days for each Contract Year, which may not be accumulated over the duration of this Contract period. Unused sick leave days shall not be paid to the Superintendent.

**6. Emergency Leave.**

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

**7. Disability.**

If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave at a salary equal to 66.67 percent of the Superintendent's regular salary until the expiration of the waiting period for long term disability insurance.

**8. Medical Leave.**

- a. The Superintendent and School District agree to incorporate by reference and be bound by the provisions of Minn. Stat. §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 Minn. Stat. §122A.40, Subd. 12, the Superintendent shall, upon request, be granted a medical leave of absence 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 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 Minn. Stat. §122A.40, Subd. 12.

**VI. Insurance:**

**1. Health and Hospitalization, Vision and Dental.**

The School District shall provide the Superintendent and the Superintendent's dependents with health and hospitalization, vision, and dental insurance coverage under the School District's group plans. The Superintendent agrees to pay the employee share of the cost of such coverage on the same basis as the employee share of the cost of such cover that is payable by employees who have coverage pursuant to the Non-Represented Employee Compensation and Benefit Plan.

Alternatively, for each Contract Year, the Superintendent may waive health and hospitalization, vision, and dental insurance individual and dependent coverage upon demonstrating proof of other coverage. In the event the Superintendent waives coverage, the School District shall provide to the Superintendent an amount equal to the School District's share of the costs ("School District Costs") of the Non-Represented Employee Compensation and Benefit Plan. The School District shall purchase on behalf of the Superintendent a tax-sheltered annuity and deposit those School District Costs. Any annuity funded under this provision shall be owned by the Superintendent, and the choice of program or programs, as well as the tax consequences, shall be the sole responsibility of the Superintendent.

**2. Life Insurance.**

The School District shall provide a group term life insurance plan in an amount two and a half the base salary for the Superintendent, payable to the Superintendent's named beneficiary, at the expense of the School District.

**3. Short and Long Term Disability Insurance.**

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

**4. Liability Insurance.**

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

**5. Claims against the School District.**

The eligibility of the Superintendent or the Superintendent's dependents or beneficiary, for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

**6. Health Savings Account.**

The School District shall make a contribution in the amount of \$2,000 for each Contract Year during the term of this Agreement to a health savings account established for the Superintendent. The annual contribution shall be made within 30 days after the commencement of each Contract Year during the term of this Contract.

**VII. Other Benefits.**

**1. Retirement Plans.**

The Superintendent will be eligible to participate in all retirement plans which are available to employees in the Non-Represented Employee Compensation and Benefit Plan. These retirement plans are the State of Minnesota Deferred Compensation Plan (457) and the Special School District 1 403(b) Plan. The School District shall pay the employer match at the statutory maximum amount.

**2. Automobile Allowance.**

During each Contract Year of this Contract, the School District shall provide the Superintendent with a monthly allowance of \$400 for business use of the Superintendent's private automobile, pursuant to Minn. Stat. §471.665, Subd. 3, and shall be increased each Contract Year commencing with the Contract Year beginning July 1, 2017 by the increase in the most recently available annual consumer price index. However, in no event shall the monthly allowance be less than \$400.

**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 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 of statements to be processed and approved as provided by law.

**4. Business Expenses and Support.**

The School District shall provide the Superintendent with the technology and related support necessary to carry out his duties in an efficient and effective manner, and the School District shall reimburse all of the Superintendent's reasonable and necessary business expenses incurred in the performance of his duties, including but not limited to a cellular phone and a laptop computer. If the Superintendent elects to provide his own cellular phone for the performance of his duties, School District shall provide Superintendent with a monthly stipend of \$50 to compensate for a cellular plan.

**5. Personal and Professional Growth and Development.**

Separate and apart from any other provision in this Contract, the Superintendent may utilize ten (10) working days per Contract Year, without compensation from any other entity or organization other than honorarium, as personal professional growth days during which the Superintendent may engage in writing, consulting, lecturing, and other personal and professional growth activities. The Superintendent shall report annually to the School Board regarding these activities.

**VIII. Salary and Bonus; Annual Evaluation:**

**1. Annual Salary**

The Superintendent shall be paid an annual salary of \$225,000 which annual salary shall be reviewed by the School Board for each Contract Year during the duration of this Contract beginning with the Contract Year commencing July 1, 2016 and shall be increased as the School Board may, in its discretion, determine based on the achievement of the annual performance goals for the previous Contract Year as set by the School Board for the Superintendent after consultation with the Superintendent; provided that the amount of annual salary may not be reduced without the Superintendent's prior written consent. The salary shall be paid in equal installments during the Contract Year in accordance with the District's customary payroll practices.

**2. Annual Evaluation**

The School Board will conduct a formally summative, written evaluation annually of the Superintendent's performance which annual evaluation shall be completed within 45 days of the receipt of data necessary to determine if the Superintendent met the goals, although no earlier than September 30, following the end of the respective Contract Year. In connection with such annual evaluation, the Superintendent will complete a self-appraisal before being evaluated by the School Board. Two informal performance reviews will be scheduled in the interim during each Contract Year to review progress toward agreed upon goals.

**IX. Other Provisions:**

**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 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 can engage in other reasonable outside teaching activities and will inform the School Board of such engagements on the Superintendent's own time.

**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 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.

**4. Payments upon Termination of Employment.**

- a. If the School District terminates the Superintendent's employment without cause during the term, or if it terminates after the term of the Contract expires and no subsequent contract is entered into pursuant to decision by the School Board, the School District shall make the following payments:
- 1) Payment to the Superintendent of the Vacation Balance, the Sick Leave Balance, the Compensatory Days Balance, and any unused vacation for the Contract Year immediately preceding the termination of employment; and
  - 2) Payment of the full premiums for the Superintendent and the Superintendent's dependents for health and hospitalization, vision, and dental insurance coverage under the School District's group health plans from the termination date for the six months following termination, or until the date the Superintendent and his dependents become eligible for health and hospitalization coverage from a subsequent employer, whichever is earlier, and
  - 3) Payment to the Superintendent in an amount equal to six months' pay at the Superintendent's salary rate in effect at the time of termination. This amount shall be paid periodically over the six months following termination, on the same schedule as if the Superintendent had continued to work during the six-month period.
- b. If the Superintendent's employment with the School District terminates before the end of the term of this Contract, by reason of the Superintendent's disability or death, the School District shall make the following payments:
- 1) Payment to the Superintendent of the Vacation Balance, the Sick Leave Balance, the Compensatory Days Balance, and any unused vacation to which the Superintendent was entitled under this Contract as of the date of such termination of employment; and
  - 2) Payment of the full premiums for the Superintendent and the Superintendent's dependents for health and hospitalization, vision, and dental insurance coverage under the School District's group health plans from the termination date for the three months following termination, or until the date the Superintendent and his dependents become eligible for health and hospitalization coverage from a subsequent employer, whichever is earlier, and
  - 3) Payment to the Superintendent in an amount equal to three month's pay at the Superintendent's salary rate in effect at the time of termination. This amount shall be paid periodically over the three

months following termination, on the same schedule as if the Superintendent had continued to work during the three-month period.

- c. If the Superintendent's employment with the School District terminates by choice of the Superintendent without cause during the term, or if it terminates after the term of the Contract expires and no subsequent contract is entered into pursuant to decision of the Superintendent, the School District shall make the following payments only:
  - Payment to the Superintendent of the Vacation Balance, the Sick Leave Balance, the Compensatory Days Balance, and any unused vacation to which the Superintendent was entitled under this Contract as of the date of such termination.
  
- d. If the Superintendent's employment with the School District terminates before the end of the term of this Contract, by mutual consent of the Superintendent and the School Board, accompanied by a mutual release of claims, the School District shall make the following payments:
  - 1) Payment to the Superintendent of the Vacation Balance, the Sick Leave Balance, the Compensatory Days Balance, any unused vacation to which the Superintendent was entitled under this Contract as of the date of such termination of employment and such other amounts as mutually agreed by the School District and the Superintendent; and
  - 2) Payment of the full premiums for the Superintendent and the Superintendent's dependents for health and hospitalization, vision, and dental insurance coverage under the School District's group health plans from the termination date for the three months following termination, or until the date the Superintendent and his dependents become eligible for health and hospitalization coverage from a subsequent employer, whichever is earlier, and
  - 3) Payment of such other amounts, if any, as the School Board and Superintendent may mutually agree.
  
- e. If the Superintendent's employment with the School District terminates before the end of the term of this Contract for cause as provided in Paragraph III.4, the School District shall pay to the Superintendent the Vacation Balance, the Sick Leave Balance, the Compensatory Days Balance, and any unused vacation to which the Superintendent was entitled under this Contract as of the date of such termination of employment.

- f. If the Superintendent dies before any or all of the payments have been made under paragraphs a, b., c or d., the remaining amounts shall be paid to the Superintendent’s beneficiary(ies) or, if there is none, to the Superintendent’s estate.

**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.

Signed by:

\_\_\_\_\_  
Jenny Arneson  
Board of Education Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Josh Reimnitz  
Board of Education Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ed Graff

\_\_\_\_\_  
Date