

SUPERINTENDENT CONTRACT

The Board of Education of Special School District No. 1, Minneapolis, Minnesota (“School District”) enters into this agreement with Lisa Sayles-Adams (“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.

III. Duration, Expiration, Termination and Mutual Consent:

1. Duration.

This Contract is for the period of February 5, 2024 through June 30, 2024. This Contract shall terminate on June 30, 2024 or by mutual consent of the parties.

2. Expiration.

This Contract shall expire at the end of the term specified in Section 1 above.

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.

V. Duty Year and Leaves:

1. Modified Work Year.

The Superintendent's duty year shall be for the entire period of the Contract, 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, have 14 working days of annual paid vacation at the commencement of the Contract. Upon the expiration of the Contract, the Superintendent has the option to cash out no more than 4 of those unused vacation days by providing notice to the Board and the Benefits Department by June 1st. 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. Cash out shall be at a per-day rate determined by dividing the Superintendent's then-annual salary by 260 days.

3. Holidays.

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

4. Sick Leave.

The Superintendent shall earn 7 days paid sick leave the duration of this Contract period. Unused sick leave days shall be paid to the Superintendent upon contract expiration or earlier termination of employment. Cash out shall be at a per-day rate determined by dividing the Superintendent's then-annual salary by 260 days.

5. 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.

6. Medical Leave.

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.

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 coverage that is payable by employees who have coverage pursuant to the Non-Represented Employee Compensation and Benefit Plan.

Alternatively, for the contract period, 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 times the base salary for the Superintendent, payable to the Superintendent's named beneficiary, at the expense of the School District.

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

The School District shall provide, at School District expense, short-term and long-term disability insurance coverage for the Superintendent under the Non-Represented Employee Compensation and Benefit Plan.

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(ies), 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:

Unless a benefit is explicitly referred to in a provision of this Contract, the Superintendent will be eligible to participate in all other benefits which are available to employees in the Non-Represented Employee Compensation and Benefit Plan and as permitted by law.

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.

The School District shall provide the Superintendent with a monthly allowance of \$600 for business use of the Superintendent's private automobile, pursuant to Minn. Stat. §471.665, Subd. 3.

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 educational professional organizations and 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 her 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 her duties, and provide her with:

- a smart phone,
- a laptop computer,
- a tablet,
- a printer/scanner for home use.

VIII. Annual Salary:

The Superintendent shall be compensated with an annual salary, prorated to align with the Contract period, totaling \$107,423.10. The salary shall be paid in equal installments during the Contract period in accordance with the School District’s customary payroll practices.

IX. Other Provisions:

1. 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.

2. Dues.

The Superintendent is encouraged to belong to and participate in appropriate civic, 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.

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:

Sharon El-Amin
Board of Education Chairperson

Date

Lori Norvell
Board of Education Clerk

Date

Lisa Sayles-Adams
Superintendent

Date