

## **INTERIM SUPERINTENDENT'S CONTRACT**

The School Board of Independent School District No. 748, Sartell, Minnesota ("School District") enters into this Contract with Michael Spanier ("Interim Superintendent"), a legally qualified and licensed superintendent, who agrees to perform the duties of Interim Superintendent of Schools of the School District.

### **ARTICLE I APPLICABLE STATUTE**

This Contract is entered into between the School District and the Interim Superintendent in conformance with Minnesota Statutes Section 123B.143.

### **ARTICLE II LICENSURE**

The Interim Superintendent shall furnish throughout the term 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.

### **ARTICLE III DURATION**

This Contract is for a term commencing July 1, 2013 through June 30, 2014, pending the search for and hiring of a permanent superintendent. It shall remain in full force and effect unless modified or renewed by mutual consent of the School Board and the Interim Superintendent. This Contract shall also terminate at an earlier date in the event a permanent Superintendent is hired earlier than June 30, 2014. This contract may be terminated at any time by the parties by mutual consent. At the conclusion of its term, or earlier termination as provided herein, neither party shall have any further claim against the other, and the School District's employment of the Interim Superintendent shall cease, subject to Article V.C, unless a subsequent contract is entered into.

### **ARTICLE IV DUTIES**

The Interim Superintendent shall have charge of the administration of the schools under the direction of the School Board. The Interim Superintendent shall be the chief executive officer of the School Board; shall direct and assign teachers and other employees of the schools under the Interim 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 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 Interim Superintendent and such other duties as may be prescribed by the School Board from time to time. The Interim

Superintendent shall abide by the policies, regulations, rules and procedures established by the School Board and the State Board of Education. The Interim Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings, unless otherwise provided by law, serve as an ex officio member of all School Board committees and provide administrative recommendations on each item of business considered by each of these groups.

## **ARTICLE V TERMS AND CONDITIONS OF EMPLOYMENT**

- A. Due to the departure of the present Superintendent, the School District is in need of an Interim Superintendent for the period of July 1, 2013 through June 30, 2014, pending the search for and designation of a permanent Superintendent.
- B. Michael Spanier formerly was employed by the School District as a Principal and is presently employed by the School District as Director of Learning Services and has an appropriate license to act as Superintendent in the State of Minnesota as provided by applicable state laws, rules and regulations.
- C. The parties agree that the Interim Superintendent shall retain the same monetary and fringe benefits as provided in Article IV (Holidays) and Article V (Leaves of Absence), Sections 1–6 and 8–10; Article VIII (Insurance); and Article IX (School District Contribution for Active Employees) of the Employment Contract for Director of Learning Services (2012–2013) between the Interim Superintendent and the School District, except as otherwise provided in Article VI herein. All leave earned during the 2013–2014 school year shall be non-accumulative and shall not be subject to cash conversion upon termination of employment, including retirement from the School District. All leave shall be subject to the approval of the School Board Chair. The School District shall make the contribution to the Interim Superintendent's individual VEBA account in accordance with Article IX referenced herein within 60 days of the execution of this Contract.
- D. The parties further agree that the Interim Superintendent shall retain eligibility for School District payment of the group health insurance premium at no cost to the Interim Superintendent as described in Paragraph V.C above and in Article VIII, Section 3 of the Agreement Between Independent School District No. 748 Sartell, Minnesota and Sartell-St. Stephen Principals Association (2010–2011) and the incorporated Letter of Agreement dated February 22/28, 2011 related to such benefits, except that eligibility for such payments shall extend through June 30, 2014.

**ARTICLE VI  
TERMS AND CONDITIONS OF EMPLOYMENT  
AS OTHERWISE AGREED**

**A. Duty Week/Year**

The Interim Superintendent duty week shall be a four (4) day work week and twelve (12) month duty year.

**B. Salary**

The Interim Superintendent shall be paid a salary of \$595 per day. For work performed beyond the scheduled four (4) day work week, the Interim Superintendent will be paid the amount of \$70 per hour based on time records submitted to the School District.

**C. 403(b)/HRA Contribution**

1. The Interim Superintendent will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the IRS Code and shall be eligible to participate in the deferred compensation plan established pursuant to Section 457 of the IRS Code. All contributions to such plans shall be at the Interim Superintendent's expense, except as provided in Section C.2 of this Article.
2. The School District shall make a contribution in the amount of \$1,000 toward a matching 403(b) plan and a \$16,000 contribution toward an HRA contribution for the Interim Superintendent for the 2013–2014 school year. All other provisions of Article VII of the Employment Contract for Director of Learning Services (2012–2013) between the Interim Superintendent and the School District shall apply except that the Interim Superintendent shall not be subject to the requirement of a normal work year of 1,760 hours to receive full contributions.

**D. Life Insurance**

The School District shall provide, at its own expense, term life insurance for the Interim Superintendent in the amount of \$250,000, payable to the Superintendent's named beneficiary(ies). The eligibility of the Superintendent for insurance benefits shall be governed by the terms of the insurance policy purchased by the School District. The School District's only obligation is to purchase the insurance policy described in this section, and no claim shall be made against the School District as result of denial of insurance benefits by an insurer if the School District has purchased the policy and paid the premium described in this section. The School District shall continue to pay the cost of the life insurance premium through June 30, 2014.

E. **Vacation.** The Interim Superintendent shall earn twenty-four (24) working days of paid vacation during the term of the contract. All vacation earned during the 2013-2014 school year shall be non-accumulative and shall not be subject to cash conversion upon termination of employment, including retirement from the School District. All vacation shall be subject to the approval of the School Board Chair.

E. **Professional Dues**

The School District shall provide the cost of membership for the Interim Superintendent in the Minnesota Association of School Administrators (MASA) and the American Association of School Administrators (AASA).

F. **Expenses**

The School District shall reimburse the Interim Superintendent for any School District-related business expenses incurred while performing his duties as Interim Superintendent. Such expenses shall be submitted for reimbursement pursuant to School District policy and practice.

**ARTICLE VII  
EFFECT UPON PENSION BENEFITS**

The School District makes no representations as to what effect this Contract may have upon any retirement benefits to which the Interim Superintendent is entitled, either public or otherwise, or the qualifications of the Interim Superintendent for such benefits. Additionally, the Interim Superintendent confirms that he has not relied on any representations by the School Board or its representatives in this regard.

**ARTICLE VIII  
INDEMNIFICATION AND PROVISION OF COUNSEL**

In the event that an action is brought or a claim is made against the Interim Superintendent arising out of or in connection with the Interim Superintendent's employment, and the Interim 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 Article, 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.

**ARTICLE IX  
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 the signatures of the Interim Superintendent and 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 June, 2013.

IN WITNESS WHEREOF, I have  
subscribed my signature this \_\_\_\_\_ day  
of June, 2013.

By: \_\_\_\_\_  
Michael Spanier  
Interim Superintendent

By: \_\_\_\_\_  
Michelle Meyer  
School Board Chair

By: \_\_\_\_\_  
Jason Nies  
School Board Clerk/Treasurer