



MORA PUBLIC
SCHOOLS
INDEPENDENT SCHOOL
DISTRICT 332

District Office
400 Maple Avenue East
Mora, MN 55051
320-679-6200
fax 320-679-6209

Mora Elementary School
200 Ninth Street North
Mora, MN 55051
320-679-6200
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Mora High School
400 Maple Avenue East
Mora, MN 55051
320-679-6200
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SUPERINTENDENT CONTRACT

July 1, 2020 – June 30, 2023

ARTICLE I PURPOSE

This contract is entered into between **Independent School District No 332, Mora, Minnesota**, hereinafter referred to as the School District, and **Daniel Voce**, hereinafter referred to as the Superintendent, a legally qualified and licensed superintendent who agrees to perform the duties of the Superintendent of the School District.

ARTICLE II APPLICABLE STATUTE

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

ARTICLE III LICENSE

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 laws, rules, and regulations.

ARTICLE IV DURATION, SUBSEQUENT CONTRACT, EXPIRATION, TERMINATION DURING THE TERM, MUTUAL CONSENT, AND CONTINGENCY

Section 1. Duration: This Contract is for a term of three (3) years commencing on July 1, 2020, and ending June 30, 2023. 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 in this Contract.

Section 2. Subsequent Contract:

1. **Notice by Superintendent:** The notice provisions of this Contract shall obligate the School Board only if, no later than September 1 immediately prior to the expiration of this Contract, the Superintendent provides written notice to each member of the School Board calling to the attention of the School Board members the notice requirements as contained in this section of the Contract; provided that if the Superintendent provides this notice after September 1, the November 1 and December 31 deadlines in Subparagraphs 2. and 5. below shall be extended by the same number of days that the Superintendent's notice is delayed beyond September 1.

2. Preliminary Notice--School Board: In the event the School Board is contemplating not offering the Superintendent a subsequent contract, the School Board shall give preliminary written notice of such intent not to offer a subsequent contract no later than November 1 immediately preceding the date of expiration of this Contract.

3. Request for Meeting: Within ten (10) calendar days after receipt of an intent not to offer a subsequent contract as provided in Subparagraph 2. above, the Superintendent may request, in writing, a meeting with the School Board to discuss its intentions, the reasons therefor, and ways in which any concerns of the School Board might be addressed by the parties.

4. Meeting Between the Parties: Upon receipt of such request, the School Board shall, within fifteen (15) calendar days, hold a meeting with the Superintendent.

5. Final Action--School Board: The School Board shall delay taking final action on a subsequent contract for a least seven (7) calendar days after the meeting between the parties. However, the School Board shall take final action on a subsequent contract no later than December 31 and shall notify the Superintendent of such action in writing.

6. Effect: The timeline provided herein is intended to provide both the School Board and the Superintendent with an appropriate process to address the subsequent contract issue and is intended to bind both parties unless the parties mutually agree to extend the timeline in writing. The timeline provided herein may be extended by written agreement between the School Board Chair and the Superintendent. In such an event, the School Board Chair shall confer with and notify School Board members, in writing, of such extension.

Section 3. 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, 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.

Section 4. 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, Subd. 9 and Subd. 13., but, 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 term of this Contract for cause as described in M.S. 122A.40, Subd. 9. or Subd. 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 to the School Board Chair 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 striking process as provided by BMS rules. The arbitrator shall conduct a hearing under arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding on the parties, subject to 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 in this section within the fifteen (15) calendar day period, he shall be deemed to have acquiesced 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.

Section 5. Mutual Consent: This Contract may be terminated at any time by mutual consent of the School Board and the Superintendent.

Section 6. 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.

ARTICLE V 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.

ARTICLE VI DUTY YEAR AND LEAVES OF ABSENCE

Section 1. Basic Work Year: The position of superintendent has exempt status under the Fair Labor Standards Act. The Superintendent's duty year is twelve (12) months in length and runs from July 1 through June 30 of each school year as provided in this Contract. The Superintendent's duty year consists of 260 duty days, less paid time off and paid holidays. 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.

Section 2. Vacation: The Superintendent shall earn twenty (20) working days of annual paid vacation each Contract year. Unused vacation must be taken within six (6) months after the end of the Contract year in which it is earned. If the Superintendent has unused vacation days from this annual allotment, at his discretion, the Superintendent may request a day's pay for each unused vacation day up to a maximum of five (5) days. Upon voluntary termination of employment or expiration of the Contract, if not offered a subsequent contract, the Superintendent shall be entitled to payment for any unused vacations days earned and accrued pursuant to the provisions of this section; however, if the Superintendent is involuntarily terminated, he shall not be entitled to unused earned and accrued vacation days. Such pay, if any, will be

based upon the Superintendent's daily rate of pay, which shall be determined by dividing the Superintendent's applicable annual salary as stated in Article IX divided by 260 days.

Section 3. Holidays: The Superintendent shall be entitled to eleven (11) paid holidays each Contract year as designated by the School Board. The Holidays are: New Year's Day; Presidents' Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving; Day After Thanksgiving; Christmas Eve Day; Christmas Day; and New Year's Eve Day.

Section 4. Sick Leave: The Superintendent shall earn paid sick leave at the rate of 1 day(s) each working month, and earned sick leave may accumulate to a maximum of 90 days.

1. The Superintendent, upon voluntary termination of employment, and after a minimum of ten (10) consecutive years in the District immediately prior to voluntary termination, shall be entitled to payment for any unused sick leave days earned and accrued pursuant to the provisions of this section; however, if the Superintendent is involuntarily terminated, he shall not be entitled to unused earned and accrued sick leave days. Such pay, if any, will be based upon the Superintendent's daily rate of pay, which shall be determined by dividing the Superintendent's applicable annual salary as stated in Article IX divided by 260 days. The days must be requested in writing by the Superintendent and must be approved by the School Board Chairperson. The payments shall be made to a tax-sheltered annuity approved by the School District.

Section 5. Workers' Compensation: Pursuant to M.S. Chapter 176, the Superintendent injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 6. Bereavement Leave: The Superintendent shall be granted bereavement leave for a death within the Superintendent's immediate family. The time utilized shall be in an amount to be determined after conferring with the School Board Chair. Days utilized will be deducted from the Superintendent's sick leave. "Immediate family" is defined as the Superintendent's spouse, child, parent, brother, sister, or other relative who was living in the same household as the Superintendent.

Section 7. Emergency Leave: The Superintendent may be granted paid emergency leave during the Contract year at the discretion of the School Board.

Section 8. Jury Service: The Superintendent who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 9. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 10. Disability: If the Superintendent is unable to perform his/her regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School Board shall provide additional paid sick leave at a salary equal to 66 2/3 percent of the Superintendent's regular salary until

the expiration of the waiting period for long term-disability insurance.

Section 11. Medical Leave: Pursuant to M.S. 122A.40, Subd. 12., the Superintendent shall have a right to a leave of absence for health reasons.

Section 12. Insurance Application: A Superintendent on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The Superintendent shall pay the entire premium in advance. In the event the Superintendent is on paid leave from the School District under Section 4. above or supplemented by sick leave pursuant to Section 5. above, the School District will continue insurance contributions as provided in this contract until sick leave is exhausted. Thereafter, the Superintendent must pay the entire premium for any insurance retained.

ARTICLE VII INSURANCE

Section 1. Health and Hospitalization and Dental: The School District shall provide the Superintendent and Superintendent's dependent(s) with health and hospitalization and dental insurance coverage, under the School District's group health and hospitalization and dental insurance plans at the expense of the School District.

1. Health and Hospitalization Insurance High Deductible Plan: While a High Deductible Health Plan (HDHP - HSA) is being offered as a menu option for the District Health Insurance Plans, the Superintendent may choose the HDHP – HSA. The school district shall cover the full cost of the annual family premium and agrees to place the difference between the cost of the monthly premium, should there be a positive difference, into the district approved Health Savings Account (HSA) meeting IRS Section 223(a) requirements to the allowable maximum each calendar year if the Superintendent signs up for the HSA Insurance.

2. Affordable Care Act Reopener: In the event this Contract will cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The amount of any reduction in the School District's contribution toward the Superintendent's health care benefits as a result of addressing the "highly compensated employee" component of the ACA will be placed into another School District provided benefit(s) (i.e., a retirement HRA, salary, etc.) as agreed upon between the parties.

Section 2. Life Insurance: The School District shall provide, at its own expense, term life insurance for the Superintendent under the School District's group life insurance plan in the amount of \$200,000 payable to the Superintendent's named beneficiary(ies).

Section 3. Long Term Disability Insurance: The School District shall provide, at its own expense, long term disability insurance coverage for the Superintendent under the School District's group long-term disability insurance plan.

Section 4. Eligibility: The eligibility of the Superintendent and the Superintendent's dependent(s) and

beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this article.

Section 5. Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in this article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in this article.

ARTICLE VIII OTHER BENEFITS

Section 1. Tax-Sheltered Annuities: The Superintendent is eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, M.S. 123B.02, Subd. 15., School District policy, and as otherwise provided by law. The School District shall contribute \$4,500 per year toward a qualified 403(b) plan.

Section 2. Vehicle: The School District shall compensate the Superintendent for business use of his/her private vehicle at the IRS established standard mileage rate pursuant to M.S. 471.665, Subd. 3.

Section 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 such 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 statements to be processed and approved as provided by School Board policy and law. This shall include attending a national Superintendents conference/convention once every two years.

ARTICLE IX SALARY

The Superintendent shall be paid an annual salary of \$138,031.00 for the 2020-2021 Contract year, and \$140,791.00 for the 2021-2022 Contract year, and To Be Determined for the 2022-2023 Contract year. During the term of this Contract, the annual salary may be modified but shall not be reduced. The annual salary shall be paid in twenty four (24) equal installments during the Contract year. The parties shall endeavor to agree by April 1, 2022 as to the amount of the salary for the 2022-2023 Contract year.

ARTICLE X EVALUATE PERFORMANCE

The School Board shall oversee, direct, and evaluate the Superintendent's performance as the School Board sees fit.

ARTICLE XI OTHER PROVISIONS

Section 1. Outside Activities: While the Superintendent shall devote full time and due diligence to

the affairs and the activities of the School District, he may also serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the School Board, such activities do not impede the Superintendent's ability to perform the duties of the Superintendency. However, 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.

Section 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 his employment, and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent provided 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 in this regard shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

Section 3. Dues: The Superintendent is encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues for such organizations as are required, directed, or permitted by the School Board. The Superintendent shall present appropriate statements for approval as provided by law.

Section 4. Medical Examination: The Superintendent shall have a comprehensive medical examination not less than once every year. 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 School District's insurance program shall be paid by the School District.

ARTICLE XII
SEVERABILITY

The provisions of this Contract shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application of any provision thereof.

IN WITNESS WHEREOF, I have subscribed my signature this 26th day of March 2020.



Superintendent

IN WITNESS WHEREOF, We have subscribed our signatures this 26th day of March 2020.



School Board Chair


School Board Clerk

