

SUPERINTENDENT EMPLOYMENT CONTRACT

Pursuant to Minnesota Statutes section 123B.143 (2015), the School Board of Independent School District No. 191, Burnsville-Eagan-Savage (“District” or “School Board”) enters into this employment contract (“Contract”) with Dr. Theresa Battle (“Superintendent”). In consideration of the mutual promises contained in this Contract and other valuable consideration, the sufficiency of which is acknowledged, the District and the Superintendent agree as follows:

ARTICLE I DURATION AND TERMINATION

Section 1: Duration. This Contract is for a term of three (3) school years beginning on July 1, 2019, and ending on June 30, 2022. This Contract will remain in full force and effect unless it is modified by mutual written consent of the School Board and the Superintendent, or unless the Board discharges the Superintendent in accordance with this Contract.

Section 2: Expiration. This Contract will automatically expire on June 30, 2022. When this Contract expires, neither party will have any further claim against the other, and the District’s employment of the Superintendent will automatically end, unless the District and the Superintendent enter into a subsequent employment contract in accordance with Minnesota Statutes section 123B.143. At the Superintendent’s written request, the School Board will evaluate the Superintendent’s performance between three and six months before the expiration of this Contract. In addition, on its own initiative, the Board may periodically evaluate the Superintendent as it sees fit.

Section 3: Termination During the Term. During the term of this Contract, the District may immediately discharge the Superintendent and thereby terminate this Contract based on any of the grounds stated in Minnesota Statutes section 122A.40, subdivisions 9 or 13. If the School Board votes to discharge the Superintendent from employment during the term of this Contract, the Board must give the Superintendent written notice of the grounds for discharge. The Superintendent is entitled to a hearing before an arbitrator to challenge whether the asserted grounds for discharge exist. To exercise this right, the Superintendent or her representative must mail or hand-deliver a written request for arbitration to the School Board Chair within ten (10) calendar days after receiving written notice of the grounds for discharge. If the Superintendent makes a timely request for a hearing, the parties may attempt to mutually agree on an arbitrator. If the parties cannot mutually agree on an arbitrator within five calendar days, the District will petition the Minnesota Bureau of Mediation Services (“BMS”) for a list of five arbitrators. Within ten (10) calendar days after receiving the list, the parties (or their representatives) must select an arbitrator from the list by using an alternating striking process. The arbitrator must conduct a hearing and issue a written decision within sixty calendar days after being selected by the parties, unless the parties agree to extend the timeline. The arbitrator’s decision will be final and binding upon the parties, subject to judicial review of arbitration decisions as provided by law. If the Superintendent (or her representative) fails to mail or hand-deliver a written request for arbitration to the School Board Chair within ten calendar days, the Superintendent will be

deemed to have acquiesced to the discharge, and the Superintendent will have no further right to challenge the discharge or to bring a claim against the District.

Section 4: Mutual Consent. This Contract may be terminated at any time by the mutual consent of the School Board and the Superintendent.

Section 5: Superintendent's Option. The Superintendent may terminate this Contract at any time by providing written notice to the School Board at least one hundred fifty (150) calendar days in advance of the effective date of termination.

Section 6: Limited Application of Section 122A.40. Except as explicitly stated in this Contract, the provisions of Minnesota Statutes section 122A.40 do not apply to the District's employment of the Superintendent or to this Contract. The Superintendent does not have any continuing contract rights under Minnesota Statutes section 122A.40. By operation of law, Minnesota Statutes section 122A.40, subdivisions 3 and 19 apply to the Superintendent's employment with the District. In addition, by mutual agreement of the Superintendent and the District, Minnesota Statutes section 122A.40, subdivision 12, relating to suspension and leave of absence for health reasons, will apply to the Superintendent's employment with the District.

ARTICLE II RESPONSIBILITIES

Section 1: Licensure. Throughout the term of this Contract, the Superintendent must hold a valid and appropriate license to work as a superintendent in the State of Minnesota. The Superintendent must provide a copy of her superintendent's license to the District's Executive Director of Human Resources before July 1 of each year this Contract is in effect.

Section 2: Compliance with Laws and Policies. The Superintendent must comply with all applicable federal and state laws. The Superintendent must comply with all rules, regulations, and policies of the School Board and the State of Minnesota, including those rules, regulations, and policies that currently exist and any that are established or amended during the term of this Contract.

Section 3: Assigned Duties. The Superintendent must faithfully perform all services that the School Board prescribes or assigns to the Superintendent, regardless of whether those services are specifically described in this Contract or in a general job description. At any time during the term of this Contract, the School Board may place the Superintendent on paid administrative leave or may assign the Superintendent to perform other legal duties not traditionally associated with the position of a school superintendent. Regular and prompt attendance is an essential function of the Superintendent's job.

Section 4: Basic Duties. The Superintendent will have charge of the administration of the schools under the direction of the School Board. Toward that end, the Superintendent will perform the following functions: serve as the chief executive officer of the School District; direct and assign teachers and other District employees under the Superintendent's supervision;

organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District, but subject to the approval of the School Board and any applicable laws or agreements; select all personnel subject to the approval of the School Board; recommend policies, regulations, rules and procedures that are necessary for the District; visit and supervise the schools in the District; report and make recommendations about the condition of the schools in the District when advisable or at the Board's request; to the extent required by law, annually evaluate each school principal assigned responsibility for supervising a school building in the District; superintend school grading practices and examinations for promotions; make reports that are required by the Commissioner of the Minnesota Department of Education; and perform all duties incident to the office of the Superintendent. The Superintendent will serve as an ex-officio member of the School Board and all School Board committees, and will provide administrative recommendations on each item of business considered by each of these groups.

ARTICLE III COMPENSATION

Section 1: Basic Salary. The District will pay the Superintendent a gross annual salary of **one hundred eighty-seven thousand dollars and zero cents (\$187,000.00)** for the 2019-2020 school year; **one hundred eighty-eight thousand eight hundred seventy dollars and zero cents (\$188,870.00)** for the 2020-2021 school year; and **one hundred ninety thousand seven hundred sixty dollars and zero cents (\$190,760.00)** for the 2021-2022 school year. During each school year covered by this Contract, the District will pay the Superintendent her gross annual salary in roughly equal installments, less applicable withholdings and deductions, based on the District's regular payroll schedule.

Section 2: TSA Matching Payments. The Superintendent may determine the amount of the salary identified in Section 1, above, that she would like to receive as salary and the amount that she would like to have the District place in a tax sheltered annuity ("TSA") of her choice through payroll deduction. To the extent permitted by law, the District will match the Superintendent's contributions to a qualifying TSA on a dollar-for-dollar basis **when payments are made by the Superintendent through payroll deduction**, up to a maximum of five thousand dollars and zero cents (\$5,000.00) during each school year covered by this Contract. Once the District has made a matching payment to the TSA, the matching payment will become the property of the Superintendent. However, if the Superintendent terminates this Contract pursuant to Article I, Section 5, the District will not be required to provide any additional matching payments after receiving written notice of the Superintendent's intent to terminate. Similarly, if the District decides to discharge the Superintendent, the District will not be required to make any additional matching payments after voting to discharge the Superintendent.

Section 3: Responsibility for TSA Compliance. The Superintendent and the annuity companies involved are solely responsible for ensuring that the TSA complies with Section 403(b) of the Internal Revenue Code, as amended, and Minnesota law. The Superintendent hereby waives any right that she might otherwise have to bring a claim against the District for any issue related to whether the TSA complies with Section 403(b) of the Internal Revenue

Code, as amended, and Minnesota law. The Superintendent also waives any right that she might otherwise have to demand direct payment to her of the amount that she identifies for contribution to the TSA. The District's only obligation under Article III, Sections 2 and 3, is to make the specified contributions to the TSA.

Section 4: Automobile Allowance. The School Board recognizes that the Superintendent must regularly use her personal vehicle to travel for District business. Accordingly, pursuant to Minnesota Statutes section 471.665, subdivision 3, the District will pay the Superintendent a monthly automobile allowance in the amount of **five hundred dollars and zero cents (\$500.00)**, less any applicable withholdings and deductions.

ARTICLE IV 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 will be twelve months in length and will correspond to each school year (July 1 to June 30) covered by this Contract. The Superintendent must work full-time on all weekdays, less vacation days, paid holidays, legal holidays on which the Superintendent is excused from reporting, and days on which sick leave or statutory leave is used during the duty year. The Superintendent must 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 be credited with thirty-two (32) days of paid vacation on July 1 of each Contract year (July 1 through June 30). The Board encourages the Superintendent to use her paid vacation leave. The Superintendent must obtain prior approval from the School Board Chair before taking more than ten (10) consecutive days of paid vacation, unless the vacation days are being utilized during a leave taken pursuant to the Family Medical Leave Act. **If the Superintendent has at least seven (7) days of unused vacation leave remaining on June 30 of a Contract year, a contribution in an amount equal to the value of seven (7) days of vacation will be made to the Superintendent's 403(b) account, and the days of vacation will then be deemed to have been used. If the Superintendent has fewer than seven (7) days of unused vacation remaining on June 30 of a Contract year, a contribution in an amount equal to the number of unused vacation days as of June 30 will be made to the Superintendent's 403(b) account, and those days of vacation will then be deemed to have been used. The value of a day of vacation will be determined by dividing the Superintendent's gross annual salary for the year in which the vacation was earned by 261. All other unused vacation days shall be forfeited on June 30 of each Contract year.**

Section 3: Payment of Vacation Upon Nonrenewal. If the School Board does not renew this Contract, the School Board will pay the Superintendent at her daily rate of pay, as determined by a divisor of 261 days, for each day of vacation that the Superintendent has accrued but has not used or forfeited as of June 30, 2022. Alternatively, the School Board may require the Superintendent to use her days of accrued but unused vacation during the last three months of this Contract. If the Superintendent terminates this Contract pursuant to Article I, Section 5, the District will not be required to compensate the Superintendent for any accrued and unused days

of vacation. Similarly, if the Board discharges the Superintendent pursuant to Article I, Section 3, the District will not be required to compensate the Superintendent for any accrued and unused days of vacation that exist after the effective date of the discharge.

Section 4: Paid Holidays. The Superintendent will be entitled to ten (10) paid holidays each Contract year. Unless otherwise designated by the School Board, the paid holidays will be: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, [December 24](#), [December 25](#), New Year's Day, Memorial Day, and two floating holidays.

Section 5: Accrual of Sick Leave. On July 1 of each school year covered by this Contract, the Superintendent will be credited with twelve (12) days sick leave, which may be accumulated to a maximum of thirty-six (36) days during the term of this Contract. If the Superintendent is enrolled in the District's group health insurance plan and has at least three (3) sick days available from the previous school year, at the beginning of the next school year three (3) sick days will be converted to the equivalent of three days of pay, at the Superintendent's daily rate of pay using a divisor of 261, and will then be contributed to the Superintendent's HRA account. The Superintendent may use sick leave for any illness, injury, or health condition that prevents her from performing her job duties. In addition, the Superintendent may use sick leave for any reason that is explicitly permitted by law or by another provision of this Contract. Upon ending employment with the District for any reason, the Superintendent is not entitled to payment for any unused days of sick leave.

Section 6: Definition of Immediate Family. For purposes of this Contract, the term "immediate family" means the spouse, child, parent, grandparent, grandchild, sibling, parent-in-law, daughter-in-law and son-in-law.

Section 7: Family Illness. The Superintendent will receive up to three (3) days of paid leave per school year to be used to care for a member of the Superintendent's immediate family who has an illness or injury that requires attention from a medical provider. These days will not be deducted from the Superintendent's accrued sick leave. Upon ending her employment with the District for any reason, the Superintendent is not entitled to payment for any unused days of family illness leave.

Section 8: Bereavement Leave. The Superintendent will be granted up to three (3) days of bereavement leave, without loss of pay, for each death in the Superintendent's immediate family. Days utilized for bereavement leave will not be deducted from the Superintendent's accumulated sick leave. Upon ending her employment with the District for any reason, the Superintendent is not entitled to payment for any unused days of bereavement leave.

Section 9: Workers' Compensation Differential. In accordance with Minnesota Statutes Chapter 176, if the Superintendent is injured while performing duties for the District and qualifies for workers' compensation benefits, she may draw from her accumulated sick leave in order to make up the difference between her regular salary and the workers' compensation insurance payments she receives. The Superintendent's accumulated sick leave will be reduced in proportion to the amount of compensation paid pursuant to this Section. This Section of the

Contract will immediately cease to apply if the Superintendent exhausts her accumulated sick leave.

ARTICLE V INSURANCE

Section 1: Health and Hospitalization. The District will select and offer one or more group health and hospitalization insurance plans to the Superintendent. This paragraph will not apply unless the Superintendent qualifies for and enrolls in a group health and hospitalization plan that is offered by the District. If the Superintendent elects single coverage, the District will pay the full amount of the monthly premium. If the Superintendent elects dependent or family coverage, the District will contribute the same amount toward the monthly premium for group health and hospitalization insurance that it contributes for the District's Tier I executive director(s) under the General Terms and Conditions of Employment for Unaffiliated Supervisory Employees. To the extent that the cost of the monthly premium exceeds the amount of the District's contribution, the Superintendent must pay the remaining cost through payroll deduction.

Section 2: Dental. The District will select and offer one or more dental plans. This paragraph will not apply unless the Superintendent qualifies for and enrolls in a dental plan that is offered by the District. If the Superintendent elects single coverage, the District will pay the full amount of the monthly premium for dental insurance. If the Superintendent elects dependent or family coverage, the District will contribute the same amount toward the monthly premium for dental insurance that it contributes for directors under the Director's Terms and Conditions of Employment. To the extent that the cost of the monthly premium exceeds the amount of the District's contribution, the Superintendent must pay the remaining cost through payroll deduction.

Section 3: Life Insurance. The District will select and offer a group term life insurance policy with a maximum death benefit of five hundred thousand dollars (\$500,000). This paragraph will not apply unless the Superintendent qualifies for and enrolls in the plan that is offered by the District. During the term of this Agreement, the District will pay the full amount of the monthly premium for the policy offered by the District. The life insurance policy will be payable to the Superintendent's named beneficiary.

Section 4: Long Term Disability Insurance. The District will pay the full amount of the monthly premium for a long-term disability ("LTD") insurance plan selected by the District for the Superintendent.

Section 5: Claims Against the District. The District is not promising or guaranteeing that any particular claim will be paid or covered by insurance. The District's only obligation is to select an insurance plan and make the premium contributions that are described in this Contract. The eligibility and coverage of the Superintendent and any dependents will be governed entirely by the terms of the applicable insurance policy. No claim may be made against the District as a result of denial of insurance benefits by an insurer if the District has selected the policies and paid the premiums described in this Article. Subject to any applicable requirements of federal or

state law, the District's obligation to make any contribution toward the cost of the premium for any and all types of insurance described in this Contract will cease immediately upon termination or expiration of this Contract or in the event that the Superintendent's employment ends for any reason.

ARTICLE VI PROFESSIONAL GROWTH AND REIMBURSEMENT

Section 1: Professional Growth Conferences and Meetings. The School Board recognizes the importance of having the Superintendent attend and participate in conferences and meetings for professional growth. Accordingly, the Superintendent is encouraged and expected to attend appropriate professional meetings at the local, state, and national level. The District will pay, or reimburse the Superintendent for, all valid, reasonable, and necessary expenses associated with the Superintendent's travel to and attendance at such conferences and meetings whenever her attendance is required or permitted by the School Board. The Superintendent is required to attend the annual American Association of School Administrators conference. The Superintendent must periodically report to the School Board about the meetings and conferences she has attended. To receive reimbursement for expenses, the Superintendent must file itemized expense statements in compliance with School Board policy and law. Notwithstanding any other provision in this Contract, the Board in its sole discretion may limit the number and type of conferences and conventions the Superintendent may attend. Such a limit will not take effect until notice of the limit is provided to the Superintendent.

Section 2: Dues. The District will pay the professional dues to the American Association of School Administrators, Minnesota Association of School Administrators, and another organization of the Superintendent's choice, provided the dues are reasonable and approved by the Board **Chair** in advance. In addition, the District will pay the dues for the Superintendent to be a member of civic organizations and service organizations that are mutually agreed upon by the Superintendent and the Board.

Section 3: Tuition Reimbursement. During each school year covered by this Contract, the Superintendent is eligible to receive a maximum of two thousand five hundred dollars (\$2,500) in tuition reimbursement for post-graduate coursework that is germane to maintaining her Minnesota license as a school superintendent. All coursework must be preapproved by the School Board Chair. The Superintendent must submit appropriate documentation to the Board Chair showing that the Superintendent earned a grade of B or higher, or a passing grade in a pass/fall system, in order to be eligible for tuition reimbursement.

Section 4: Advanced Doctorate Degree. During each school year covered by this Contract, the Superintendent will receive five thousand dollars and zero cents (\$5,000.00) for **holding** an approved doctorate degree from an accredited college or university, provided that the doctorate degree relates to the Superintendent's position within the District. The Board will be the final arbiter of whether the doctorate degree relates to the Superintendent's position.

Section 5: Business Expenses. The District will reimburse the Superintendent for reasonable and necessary expenses that she incurs in the course of conducting District business. To obtain reimbursement, the Superintendent must file itemized expense statements in compliance with School Board policy and law. The School Board retains the ultimate discretion to approve or deny an expense. The Superintendent is encouraged to seek approval for significant expenses in advance of incurring the expense. Because the Superintendent is receiving an automobile allowance, the Superintendent may not claim reimbursement for miles driven in her personal vehicle. Notwithstanding any other provision in this Contract, the Board in its sole discretion may further define the number and type of expenses for which the Superintendent may claim reimbursement.

ARTICLE VII MISCELLANEOUS

Section 1: Outside Activities. Although the Superintendent must devote full time and due diligence to the affairs and the activities of the District, she may also serve as a consultant to other Districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as determined by the School Board Chair, such activities do not impede the Superintendent's ability to perform the duties of the superintendent. The Superintendent may 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 Chair.

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 her employment and she was acting within the scope of employment or official duties, the District will defend and indemnify the Superintendent to the full extent required by law. Indemnification, as provided in this Section, will not apply in the case of malfeasance in office or willful or wanton neglect of duty. In addition, the District's obligation to defend and indemnify the Superintendent is subject to the limitations stated in Minnesota Statutes Chapter 466 and the case law interpreting that statute.

Section 3: Jury Duty. If the Superintendent serves on jury duty during the term of this Contract, she will receive full pay from the District, without deduction from accumulated vacation or sick leave, provided that she submits to the District any compensation she received from being called to sit as a juror.

Section 4: Mandatory Disclosure. Before entering into this Contract, the Superintendent must disclose, in writing, the existence and terms of any buyout agreement, including amounts and the purpose for the payments, relating to her contract with another school board. For purposes of this Contract, a "buyout agreement" is any agreement under which the Superintendent was employed as a superintendent; left before the term of the contract was over; and received a sum of money, something else of value, or the right to something of value for some purpose other than performing the services of a superintendent. The failure to make such a disclosure will render this Contract void as a matter of law.

Section 5: Board/Superintendent Communications. No later than September 1, 2019, the Board and the Superintendent will meet to discuss and agree on the process and procedures for how they will communicate. At least annually thereafter, the Board and the Superintendent will meet to review and discuss the process and procedures for communications.

Section 6: Severability. If a court of law determines that any provision of this Contract is invalid or unenforceable by operation of law, the remainder of the Contract will remain in full force and effect, unless the Contract was deemed void under Article VII, Section 4.

Section 7: Entire Agreement. This Contract constitutes the entire agreement between the parties relating to the District's employment of the Superintendent. Neither party has relied upon

any statements or promises that are not set forth in this document. This Contract supersedes any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or District policy. The Superintendent understands and agrees that any handbooks, manuals, or policies adopted by the District do not create an express or implied contract between the District and the Superintendent. No waiver or modification of any provision of this Contract will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Contract on the dates shown by their signatures. This Contract will not become effective unless and until it is approved by the District’s School Board and signed by both parties.

Theresa Battle

Independent School District No. 191

I have subscribed my signature
this ___ day of _____, 2019.

I have subscribed my signature
this ___ day of _____, 2019.

[Theresa Battle](#), Superintendent

[Abigail Alt](#), School Board Chair

I have subscribed my signature
this ___ day of _____, 2019.

[Darcy Schatz](#), School Board Clerk

ADDENDUM TO SUPERINTENDENT’S CONTRACT

The School Board of Independent School District No. 191, Burnsville-Eagan-Savage (“District”) enters into this Contract Addendum (“Addendum”) with Theresa Battle (“Superintendent”).

WHEREAS, the District and the Superintendent have entered into an employment contract (“Contract”) that does not address relocation or moving expenses;

WHEREAS, the District is interested in having the Superintendent move into a home that is located within the geographic boundaries of the District; and

WHEREAS, the Superintendent is interested in having the District reimburse her for some of her relocation and moving expenses;

NOW, THEREFORE, IN CONSIDERATION OF the promises stated in this Addendum and other valuable consideration, the sufficiency of which is acknowledged, the District and the Superintendent agree as follows:

1. The District will reimburse the Superintendent in an amount not to exceed six thousand dollars and zero cents (\$6,000.00), in total, for reasonable and necessary expenses that she incurs in moving to a residence located within the District’s geographic boundaries, provided that the move occurs before January 1, 2021, and that the expenses are incurred before that date. In accordance with District policy, the Superintendent must submit an itemized expense report with supporting receipts as a prerequisite to obtaining reimbursement for her moving or relocation expenses.
2. The District does not make any representations regarding the tax consequences associated with any payment or reimbursement of the Superintendent’s moving or relocation expenses. The Superintendent is encouraged to seek the advice of a qualified tax consultant, attorney, or accountant to determine whether and to what extent such payments or reimbursement is taxable.
3. The Contract remains in full force and effect. This Addendum does not extend or modify the Contract in any respect other than to provide for reimbursement of certain moving expenses.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Addendum on the dates shown by their signatures. This Addendum will not become effective unless and until it is approved by the District’s School Board and signed by both parties.

Theresa Battle

Independent School District No. 191

I have subscribed my signature
this ___ day of _____, 2019.

I have subscribed my signature
this ___ day of _____, 2019.

Superintendent

School Board Chair

I have subscribed my signature
this ___ day of _____, 2019.

School Board Clerk