

INTERIM SUPERINTENDENT CONTRACT

ARTICLE 1. PURPOSE

This Contract is entered into between Independent School District No. 2895, Jackson, Minnesota, hereinafter referred to as the School District, and Michael Neubeck, hereinafter referred to as the Interim Superintendent, a legally qualified and licensed superintendent who agrees to perform the duties of the Superintendent of the School District.

ARTICLE 2. APPLICABLE STATUTE

This Contract for Superintendent Services is entered into between the School District and the Interim Superintendent in conformance with and governed by Minnesota Statutes §123B.143.

ARTICLE 3. LICENSE

The Interim Superintendent shall furnish the School Board, 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 4. DURATION, EXPIRATION, TERMINATION DURING THE TERM, AND MUTUAL CONSENT

Section 1. Duration: This Contract is for a term of one (1) year commencing on July 1, 2025, and ending on June 30, 2026. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Interim Superintendent or unless terminated as provided in this Contract.

Section 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, and the School District's employment of the Interim Superintendent shall cease.

Section 3. Termination During the Term: The Interim Superintendent's employment may be terminated during the term of this Contract only for cause as defined in Minnesota Statutes §122A.40, Subd. 9 and Subd. 13, but except for purposes of describing grounds for discharge, the provisions of Minnesota Statutes §122A.40 shall not be applicable. If the School Board proposes to terminate the Interim Superintendent during the term of this Contract for cause as described in Minnesota Statutes §122A.40, Subd. 9 or Subd. 13, it shall notify the Interim Superintendent in writing of the proposed grounds for termination. The Interim Superintendent shall be entitled to a hearing before an arbitrator provided the Interim 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 an 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 Interim Superintendent may be suspended with pay pending final determination by the arbitrator. If the Interim Superintendent fails to request a hearing as provided in this section within the fifteen (15)-day calendar period, the Interim Superintendent 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 Interim Superintendent shall have no further claim or recourse.

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

ARTICLE 5. 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 District; shall direct and assign teachers and other School District employees 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 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 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 of Minnesota. The Interim 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 6. DUTY YEAR AND LEAVES OF ABSENCE

Section 1. Basic Work Year: The Interim Superintendent's duty year shall be for the entire twelve (12)-month Contract year, and the Interim Superintendent shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. The Interim 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 Interim Superintendent shall earn 20 working days of annual paid vacation for the Contract year. Upon expiration of the Contract, the Interim Superintendent shall not be entitled to payment for any unused vacation days earned and accrued pursuant to the provisions of this section.

Section 3. Holidays: The Interim Superintendent shall be entitled to 10 paid holidays as designated by the School Board for the Contract year. The holidays shall be: Labor Day,

Thanksgiving, Christmas Eve Day, Christmas, New Year Eve's Day, New Year's Day, Easter break, Memorial Day, Juneteenth and July 4.

Section 4. Sick Leave / Earned Sick and Safe Time (ESST): The Interim Superintendent shall earn paid sick leave/ESST at the rate of 1.25 day(s) each working month of the Contract year and earned sick leave may accumulate to a maximum of 150 days. This maximum will include the maximum amount of 80 hours accumulated and designated as ESST. An employee will not be paid for unused accumulated Sick Leave / Earned Safe and Sick Leave upon termination, resignation, retirement, or other separation from employment. If an employee is rehired within 180 days of separation from employment, only ESST accrued and unused at the time of said separation shall be reinstated upon rehire. The use of ESST will be in conformance with the School District's Employment Policies and Minnesota Statutes §181.9445 – 181.9448.

Section 5. Workers' Compensation: Pursuant to Minnesota Statutes Chapter 176, the Interim Superintendent injured on the job in the service of the School District and collecting workers' compensation insurance may draw SL/ESST 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 SL/ESST.

Section 6. Emergency Leave: The Interim Superintendent may be granted paid emergency leave at the discretion of the School Board.

Section 7. Jury Service: The Interim 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 8. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 9. Medical Leave: The Interim Superintendent may be placed on a leave of absence for health reasons pursuant to the procedures outlined in Minnesota Statutes §122A.40, Subd. 12.

Section 10. Insurance Application: An Interim Superintendent on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The Interim Superintendent shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance. In the event the Interim Superintendent is on paid leave from the School District under Section 4 above or supplemented by SL/ESST pursuant to Section 5 above, the School District will continue insurance contributions as provided in this Contract until paid leave is exhausted. Thereafter, the Interim Superintendent must pay the entire premium for any insurance retained.

ARTICLE 7. INSURANCE

Section 1. Health and Hospitalization Insurance: The School District shall provide the Interim Superintendent and the Interim Superintendent's dependents with health and

hospitalization insurance coverage under the School District's group health and hospitalization insurance plans at the expense of the School District.

In addition, the School District shall contribute to the Superintendent's VEBA or HSA account \$4,000 if the Superintendent chooses family health and hospitalization insurance coverage and \$1,650 if the Superintendent chooses individual health and hospitalization insurance coverage.

In the event this Contract will cause or does 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 Interim Superintendent's healthcare 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 Interim Superintendent under the School District's group term life insurance plan in the amount of \$150,000 payable to the Interim Superintendent's named beneficiary(ies).

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

Section 4. Eligibility: The eligibility of the Interim Superintendent and the Interim Superintendent 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 8. OTHER BENEFITS

Section 1. Tax-Sheltered Annuities: The Interim 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, Minnesota Statutes §123B.02, Subd. 15., School District policy, and as otherwise provided by law. In addition, the School District shall contribute up to \$3,500 for each year of the contract period.

Section 2. Vehicle: The School District shall compensate the Interim Superintendent for business use of the Interim Superintendent's private vehicle at the rate per mile pursuant to Minnesota Statutes §471.665, Subd. 1 as allowed by Internal Revenue Service guidelines.

Section 3. Conferences and Meetings: The School District shall pay all legally valid expenses and fees for the Interim 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 Interim Superintendent shall periodically report to the School Board relative to all meetings and conferences attended. The Interim Superintendent shall file itemized expense statements to be processed and approved as provided by School Board policy and law.

ARTICLE 9.
SALARY

The Interim Superintendent shall be paid an annual salary of \$152,500 for the 2025-2026 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 equal installments during the Contract year.

ARTICLE 10.
EVALUATE PERFORMANCE

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

ARTICLE 11.
OTHER PROVISIONS

Section 1. Outside Activities: While the Interim Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, the Interim Superintendent 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 Interim Superintendent's ability to perform the duties of the superintendency. However, the Interim 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.

Section 2. 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 their employment and the Interim Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify the Interim Superintendent 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. This indemnification and defense obligation extends to all costs and fees incurred by the Interim Superintendent in any internal investigation of a claim against the Interim Superintendent that does not result or would not have resulted in substantial disciplinary action against the Interim Superintendent (defined as sufficient to create public data under the final disposition of a disciplinary action provisions of Minnesota Statutes §13.43, Subd. 2). Payment of legal fees includes when the Interim Superintendent incurs individual legal costs in serving as a witness in a claim against the School District. Nothing herein affects the Interim Superintendent's right to legal counsel of the Interim Superintendent's choice. Nothing herein affects the parties' right to negotiate payment of legal fees as part of a separation agreement.

Section 3. Dues: The Interim 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 Interim Superintendent shall present appropriate statements for approval as provided by law.

ARTICLE 12.
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 23 day of
JUNE, 2025.

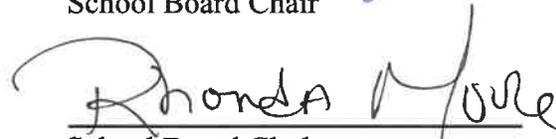


Interim Superintendent

IN WITNESS WHEREOF, I have subscribed
my signature this 28th day of
June, 2025.



School Board Chair



School Board Clerk