

**SUPERINTENDENT CONTRACT BETWEEN MARK GRUEN AND  
INDEPENDENT SCHOOL DISTRICT #0857, LEWISTON, MINNESOTA**

**ARTICLE I  
PURPOSE**

This Contract is entered into between Independent School District No.0857, Lewiston, Minnesota, hereinafter referred to as the School District, and **Mark Gruen**, hereinafter referred to as the Superintendent, contingent upon licensure as 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 M.S.123B.143.

**ARTICLE III  
LICENSE**

The 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 IV  
DURATION, EXPIRATION, TERMINATION  
DURING THE TERM, MUTUAL CONSENT, AND CONTINGENCY**

**Section 1. Duration:** This Contract is for a term of **1 year commencing on July 1, 2026 and ending on June 30, 2027**. 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. Expiration/Extension:**

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.

Extension: Upon mutual agreement of the parties, the Board may offer the Superintendent an additional 1 year contract extension for the 2027-2028 school year. The Board shall notify the Superintendent in writing of its intent to offer or not offer such an extension no later than March 1, 2027. Any extension shall be valid only upon written approval and signature of both parties.

**Section 3. 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)-day calendar period, he/she 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 4. Mutual Consent: This Contract may be terminated at any time by mutual consent of the School Board and the Superintendent.

## 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 Superintendent's duty year shall be for the entire twelve (12) month Contract year, **for one hundred twenty-five days (125)** and the 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 Superintendent shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Section 2. Vacation/Personal Leave: **The Superintendent will not earn annual paid vacation.**

Section 3. Holidays: **The Superintendent shall not be entitled to paid holidays.**

Section 4. Sick Leave: **The Superintendent shall not be entitled to sick days.**

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: ESST can be used for bereavement leave. Any extra time needed shall be in an amount to be determined after conferring with the School Board Chair.

Section 7. Emergency Leave: ESST can be used for emergency leave. Any extra time needed shall be in an amount to be determined after conferring with the School Board Chair.

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. 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 11. Insurance Application: **This section does not apply to the superintendent's benefits in this contract.**

Section 12. Earned Safe & Sick Time: Earning, accumulation, usage, documentation, and notification will be in conformance with MN Statutes 181.9445-181.9448.

Section 13. Minnesota Paid Leave: Pursuant to M.S. 268B.

## ARTICLE VII INSURANCE

Section 1. Health and Hospitalization and Dental Insurance: **No Health Insurance will be provided in this contract.**

Section 2. Dental Insurance: **No Dental Insurance will be provided in this contract.**

Section 3. Life Insurance: **No Life Insurance will be provided in this contract.**

Section 4. Long-Term Disability Insurance: The School District shall provide, at its own expense, long-term disability insurance for the Superintendent under the School District's group long term disability insurance plan.

Section 5. 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 6. 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 match the Superintendent's Section 403(b) contributions up to \$14,400 per year in 2026-2027.**

**Section 2. Vehicle:** **The School District shall compensate the Superintendent for business use of the Superintendent's personal vehicle per IRS rate and pursuant to M.S. 471.665, Subd. 1 for any and all mileage required of the Superintendent's responsibilities.**

**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 which may include two (2) National AASA Conferences during the contract period. 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.

## ARTICLE IX SALARY

**Section 1. Salary:** **The Superintendent shall be paid for 125 contract days. Annual salary of \$81,250.00 for 2026-2027 (Daily rate of pay = \$650.00).**

The annual salary shall be paid in 24 equal installments during the Contract year.

## ARTICLE X 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/she 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 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 Superintendent arising out of or in connection with his/her employment and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify the 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 M.S. 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. Other Applicable Provisions: In this section, other terms and conditions of employment as agreed on between the parties should be included. Items such as severance pay, payment for unused sick leave, and extended leaves of absence, if provided to the Superintendent, are examples of what could be included. Since superintendents'

ARTICLE XI  
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 25 day of

March, 2026.



Mark Gruen, Superintendent

IN WITNESS WHEREOF, we have subscribed  
our signatures this \_\_\_\_ day of

\_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Clerk