

Hastings Area Public Schools - ISD 200
School Board Meeting Agenda

Wednesday, May 31, 2023
Special Meeting of the Hastings School Board
Middle School Media Center

- I. **Call Meeting to Order**
 - a. Attendance
- II. **Pledge of Allegiance**
- III. **Motion to approve the agenda/table file**
- IV. **Superintendent Contract**
- V. **Adjournment**



HASTINGS PUBLIC SCHOOLS SUPERINTENDENT CONTRACT

ARTICLE I PURPOSE

This Contract is entered into between Independent School District No. 200, Hastings, Minnesota, hereinafter referred to as the School District, and Dr. Tamara Champa, 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 Minnesota Statutes section 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 three years commencing on July 1, 2023, 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 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 Superintendent shall cease, unless a subsequent Contract is entered into in accordance with the provisions of this Contract, and Minnesota Statutes section 123B.143, subdivision 1.

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 Minnesota Statutes section 122A.40, subdivisions 9 and 13, but, except for purposes of describing grounds for discharge, the provisions of Minnesota Statutes section 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 Minnesota Statutes section 122A.40, subdivisions 9 or 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 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 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 15-day calendar period, 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 - Subsequent Contract

- a. Notice by Superintendent. If the Superintendent does not intend to negotiate a subsequent Contract, she must so notify the School Board in writing by December 1, 2025.
- b. Notice by the School Board. If the School Board does not intend to offer the Superintendent a subsequent Contract, it shall so notify the Superintendent in writing no later than December 1, 2025.
- c. Modification of Timelines. The timelines provided in this Section (4a and 4b) may be modified by written agreement between the School Board and the Superintendent; however, the timelines may not be extended beyond June 30, 2026.
- d. Negotiations Regarding Subsequent Contract. The notification requirements set forth in this Section do not prohibit the School Board from entering into negotiations regarding a possible subsequent contract with the Superintendent during the 365 days prior to the expiration of this Contract at the discretion of the School Board and in accordance with Minnesota Statutes section 123B.143, subdivision 1. Proposed termination of employment during the term of this Contract (Art. IV, Section 3) shall render any subsequent contract entered into by the parties null and void.

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 Superintendent's duty year shall be for the entire 12-month Contract year, 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. The Superintendent's annual salary, divided by 260 days, shall be used for purposes of calculating daily rate of pay.

Section 2 - Vacation

The Superintendent shall earn 30 working days of annual paid vacation each Contract year. Up to 10 unused earned and accrued vacation days may be carried into the subsequent year. Upon voluntary termination of employment or expiration of the Contract, if not offered a subsequent Contract, the Superintendent shall be entitled to payment for up to 10 unused earned and accrued days of vacation pursuant to the provisions of this Section. If the Superintendent is involuntarily terminated, she shall not be entitled to payment for unused earned and accrued vacation days. Any payment for accumulated vacation leave shall be calculated based on the Superintendent's daily rate of pay on the last day of her employment. In the event the Superintendent dies while employed under this Contract, payment for unused vacation leave otherwise due and payable pursuant to this Section shall be payable to the Superintendent's heirs, beneficiaries, or estate.

Section 3 - Holidays

The Superintendent shall be entitled to 14 paid District designated holidays each Contract Year.

Section 4 - Sick Leave

The Superintendent shall earn 15 paid sick leave days per year; 1.25 days each working month. Earned sick leave may accumulate to a maximum of 135 days. If the Superintendent is unable to perform her regular duties because of personal illness or disability, and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave, at the Superintendent's regular daily rate of pay, until the expiration of the waiting period for long-term disability.

Section 5 - Workers' Compensation

Pursuant to Minnesota Statutes Chapter 176, the Superintendent injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave, to the extent

available, 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 up to 5 days of bereavement leave per occurrence 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 Chairperson. Days utilized will not be deducted from the Superintendent’s sick leave. “Immediate family” shall be as defined in the District Administrators Master Agreement. At the discretion of the School Board, and dependent upon the circumstances, the Superintendent may be granted bereavement leave for the death of persons not specified in the District Administrator Master Agreement, for up to 5 days without deduction in pay or deduction from sick leave.

Section 7 - Essential Leave

The Superintendent shall earn 3 days of Essential Leave which shall be allocated on July 1 each year. The Superintendent will be paid out for unused essential leave days at the end of each school year, at her daily rate of pay. Payment of such days shall be made by no later than July 30 of each year.

Section 8 - Jury Duty and Other Legal Commitments

If the Superintendent is called for jury duty, deposition, subpoena or to give testimony before a court, legal jurisdiction or administrative proceedings she shall be granted leave unless she is party to a court action against the District, is a complainant in an action against the District, and/or is the subject in a criminal, civil and/or personal legal accusation. She shall receive full pay for this type of absence less jury duty and/or consultant pay, exclusive of expenses.

Section 9 - Military Leave

Military leave shall be granted pursuant to applicable law.

Section 10 - Medical Leave

Pursuant to Minnesota Statutes section 122A.40, subdivision 12, the Superintendent shall have a right to a leave of absence for health reasons.

Section 11 - 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 for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance, each month. 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 Insurance

The School District shall provide the Superintendent and the Superintendent’s dependents with health

and hospitalization insurance coverage under the School District’s group health and hospitalization insurance Plan 2. The District shall provide a monthly contribution toward such insurance, up to the amount provide below, however, the amount shall not exceed the actual cost of the insurance premium for the plan the Superintendent is enrolled in. The District’s contribution for the 2024-2025 and 2025-2026 Contract years shall increase by the same percentages as provided to employees covered under the District Administrator Agreement. Any remaining amount not contributed by the School District shall be paid by the Superintendent through pre-tax payroll deduction.

	<u>2023-2024</u>
Non-High Deductible Plan	\$2,349.00
High Deductible/VEBA	\$2,049.50

If the Superintendent is enrolled in the High Deductible/VEBA plan, she shall be eligible for an additional monthly contribution to a VEBA; such contribution shall be \$100 per month for single coverage or \$200 per month for family coverage.

Section 2 - Dental Insurance

The School District shall provide the Superintendent and the Superintendent’s dependents with dental insurance coverage under the School District’s group dental insurance plan. The District shall provide a monthly contribution toward such coverage in an amount not to exceed \$137.50 per month. Any remaining amount not contributed by the School District shall be paid by the Superintendent through pre-tax payroll deduction.

Section 3 - Life Insurance

The School District shall provide, at its own expense, term life insurance for the Superintendent under the School District’s group term life insurance plan in the amount of \$500,000, payable to the Superintendent’s named beneficiary(ies).

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, Minnesota Statutes section 123B.02, subdivision 15, School District policy, and as otherwise provided by law. The District match shall be as provided below:

<u>Beginning of School Year in ISD 200</u>	<u>Maximum Match of Base Salary</u>
1-4	3.0%
5-9	3.5%
10+	4.0%

The maximum lifetime match for the Superintendent is capped at \$70,000. The determination of years of work in the chart above is based on the Superintendent’s starting date of July 1, 2023.

Section 2 - Post-Employment Health Reimbursement Arrangement

The School District shall annually contribute \$7,500 to a Post-Employment Health Reimbursement Arrangement (HRA) for the Superintendent to use upon termination of employment as permitted by law. The School District’s contributions to an HRA shall be made on an annual basis at the end of the school year, unless the Superintendent, the District, or both terminate this Contract before the end of the school year, in which case no contribution will be made.

Section 3 - Vehicle

The School District shall compensate the Superintendent for business use of her private vehicle at the federal mileage reimbursement rate for personal vehicles used in connection with School District business.

Section 4 - 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.

Section 5 - Relocation Stipend

The School District will pay the Superintendent’s transportation and related moving costs to relocate within the District in an amount up to \$10,000, provided that she establishes residency in the District on or before June 30, 2024, and further provided that she provides itemized receipts and proof of payment as a condition of reimbursement. In accordance with IRS Tax Reform Tax Tip 2018-192 (Dec. 12, 2018), the District will treat the stipend as taxable income and will withhold regular payroll taxes from the gross payment. The Superintendent is encouraged to seek the advice of a qualified tax consultant, attorney, or accountant if she has questions about the extent to which the stipend is taxable.

**ARTICLE IX
SALARY**

Section 1 - Salary

The Superintendent shall be paid an annual salary as provided below:

2023-2024
\$194,948

2024-2025
\$204,328

2025-2026
\$213,708

During the term of this Contract, the annual salary may be modified but shall not be reduced. The annual salary shall be paid in 24 equal installments during the Contract year.

ARTICLE X EVALUATE PERFORMANCE

The School Board shall oversee, and direct the Superintendent's performance as the School Board sees fit. The performance evaluation of the Superintendent will be as mutually agreed upon by the School Board and Superintendent.

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, 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 Chairperson.

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 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 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.

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
__ th day of _____, 2023.

Dr. Tamara Champa
Superintendent

IN WITNESS WHEREOF, we have
Subscribed our signatures this
__ th day of _____, 2023.

School Board Chairperson
Lisa Hedin

School Board Clerk
Becky Beissel