

SHAKOPEE PUBLIC SCHOOLS



SCHOOL BOARD AGENDA





Shakopee Public Schools
School Board Special Business Meeting
Shakopee Public Schools District Office Board Room, 1200 Town Square,
Shakopee, MN 55379

Friday, November 3, 2017
7:00 AM

1. CALL TO ORDER AND ROLL CALL - CHAIR SWANSON.
2. CONSIDERATION OF AGENDA AS PRESENTED.
3. NEW BUSINESS ACTION ITEMS
 3. 1. Employee Agreement for the Temporary Acting Interim Superintendent 3
The Board will be presented with the Employee Agreement for the Temporary Acting Interim Superintendent Jon McBroom for approval.
Recommended Action
Approve the Employee Agreement for the Temporary Acting Interim Superintendent Jon McBroom as presented.
Presenter: School Board Chair Scott Swanson
Time: 10 minutes
4. ADJOURNMENT

**EMPLOYMENT AGREEMENT
FOR THE TEMPORARY ACTING INTERIM SUPERINTENDENT OF SCHOOLS
OF INDEPENDENT SCHOOL DISTRICT #720**

ARTICLE I, PURPOSE: This temporary contract is entered into between Independent School District No. 720, Shakopee, Minnesota, hereinafter referred to as the School District, and Jon McBroom, hereinafter referred to as the Temporary Acting Interim Superintendent, a legally qualified and licensed Superintendent who agrees to perform the duties of Temporary Acting Interim Superintendent of the School District.

ARTICLE II, APPLICABLE STATUTE: This Contract is entered into between the School District and the Temporary Acting Interim Superintendent in conformance with M.S. § 123B.143.

ARTICLE III, LICENSE: The Temporary Acting 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 IV, DURATION & EXPIRATION: This Contract is day to day commencing November 3, 2017, and ending when the School Board provides written notice of the termination of this temporary contract or when the Temporary Acting Interim Superintendent provides a two weeks' notice of termination of contract. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Temporary Acting Interim Superintendent shall cease.

ARTICLE V, DUTIES: The Temporary Acting Interim Superintendent shall have charge of the administration of the schools under the direction of the School Board. The Temporary Acting Interim Superintendent shall be the chief executive officer of the School District; shall direct and assign teachers and other School District employees under the Temporary Acting 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 Temporary Acting Interim Superintendent and such other duties as may be prescribed by the School Board from time to time. The Temporary Acting Interim Superintendent shall abide by the policies, regulations, rules and procedures established by the School Board and all State and Federal law.

The Temporary Acting 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 V, LIABILITY INSURANCE: The School District shall provide, at its own expense, liability insurance naming the Temporary Acting Interim Superintendent as an insured, along with the School District, in an amount not less than that which is required by law for the School District.

ARTICLE VII, WORK SCHEDULE AND PAID TIME OFF: The Temporary Acting Interim Superintendent shall work four (4) days per week and the School District shall provide the Temporary Acting Interim Superintendent 3 days per month paid time off that must be used within two (2) months of the month it was earned or it is forfeited.

ARTICLE IX, SALARY: The Temporary Acting Interim Superintendent shall be paid an annual salary of \$105,600 per year for a prorated daily rate of \$521.54 through January 15, 2018. Commencing January 15, 2018 the Temporary Acting Interim Superintendent will move to a prorated version of the Interim Superintendent's contract as worked out with the Personnel Committee Chair or School Board Chair. If additional days per week are needed by the school district, the Personnel Committee Chair or School Board Chair can approve compensation at the daily rate for the requested additional days.

ARTICLE X, HEALTH SAVINGS PLAN: The Temporary Acting Interim Superintendent is eligible to participate in the State of Minnesota Health Care Savings Plan (HCSP) established under Minnesota Statute and as outlined in the Minnesota State Retirement System’s Trust and Plan Documents. All funds collected by the Board on behalf of the employee will be deposited into the employee’s post-employment health care savings plan. A School District contribution of \$1200 per month shall be paid in the Temporary Acting Interim Superintendent’s name to the health care savings plan.

ARTICLE X, INDEMNIFICATION AND PROVISION OF COUNSEL: In the event that an action is brought or a claim is made against the Temporary Acting Interim Superintendent arising out of or in connection with his employment and the Temporary Acting Interim Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted 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 herein shall be subject to the limitations as provided in M.S.Chapter 466.

If, in the opinion of the Temporary Acting Interim Superintendent or School Board, a conflict exists as regards the defense to such claim between the legal position of the Temporary Acting Interim Superintendent and the legal position of the District, the Temporary Acting Interim Superintendent may engage a separate counsel, in which case the district or the district's insurer shall indemnify the Temporary Acting Interim Superintendent for the necessary and reasonable cost of legal defense.

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 provisions thereof.

IN WITNESS WHEREOF, I have subscribed my signature this 3rd day of November, 2017.

Jon McBroom

FOR THE SCHOOL DISTRICT:

IN WITNESS WHEREOF, we have subscribed our signatures this 3rd day of November, 2017.

School Board Chair

School Board Clerk