

SUPERINTENDENT EMPLOYMENT CONTRACT

Pursuant to Minnesota Statutes section 123B.143, the School Board of Independent School District No. 659, ("District" or "School Board") enters into this employment contract ("Contract") with Timothy J. Anderson ("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 years beginning on July 1, 2026, and ending on June 30, 2029. 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, 2029. 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 (3) and six (6) months before the expiration of this Contract.

Section 3: Termination During the Term

During the term of this Contract, the School Board 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 a 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 (5) calendar days, the School Board will petition the Minnesota Bureau of Mediation Services ("BMS") for a list of five (5) arbitrators. Within ten (10) calendar days after receiving the list, the parties (or their representatives) will select an arbitrator from the list by using an alternating striking process. The arbitrator must conduct a hearing and issue a written decision within thirty 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 a representative) fails to mail or hand-deliver a written request for arbitration to the School Board Chair within ten (10) 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 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.

ARTICLE II RESPONSIBILITIES

Section 1: Licensure

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.

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. 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 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; 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; oversee school grading practices and examinations for promotions; make reports that are required by the Minnesota Department of Education; and perform all duties relevant 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 two hundred fifteen thousand dollars (\$215,000.00) for the 2026-2027 school year; two hundred eighteen thousand dollars (\$218,000.00) for the 2027-2028 school year, and two hundred twenty one thousand dollars (\$221,000.00) for the 2028-2029 school year. During each school year covered by this Contract, the District will pay the Superintendent the gross annual salary in equal installments, less applicable withholdings and deductions, based on the District's regular payroll schedule.

Section 2: Tax Sheltered Annuity (TSA) Matching Payments

The Superintendent shall be 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, Subd. 15, and School District policy, and as otherwise provided by law. The District shall contribute up to ten thousand (\$10,000.00) dollars annually to the Superintendent's tax sheltered annuity, as allowed under Minnesota Statute and eligibility with 403(b) contribution limits as matched by the Superintendent. 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 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 they 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 they might otherwise have to demand direct payment to them of the amount that they identify for contribution to the TSA. The District's only obligation is to make the specified contributions to the TSA.

Section 4: Automobile Allowance

The School Board recognizes that the Superintendent must regularly use a 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 taxable automobile allowance of five hundred dollars (\$500.00).

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 at least two hundred sixty (260) duty days, less accumulated leave used during each duty year, including those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. 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 will earn twenty-five (25) days of paid vacation each school year (July 1 to June 30) that is covered by this Contract. Vacation shall be available to the Superintendent at the beginning of the year (July 1st), however, vacation is considered earned on a monthly basis. The Board encourages the Superintendent to use accrued vacation. The Superintendent must take vacation days during the school year in which they were earned, or within twelve (12) months after the contract year in which they were earned. Before December 31st of each year that this Agreement is in effect, the Superintendent may elect to convert up to five (5) days of earned and unused vacation in the following calendar year to a TSA 403(b) Plan, provided that the contribution does not exceed the applicable limitations on contributions imposed by the Internal Revenue Code or Minnesota law. The value of an unused vacation day will be the equivalent of the Superintendent's current daily rate of pay, as determined by a divisor of two hundred sixty (260) days, to the TSA 403(b) Plan. The Superintendent will forfeit any additional vacation days that are not taken within twelve (12) months after the school year in which they were earned.

Section 3: Payment of Vacation Upon Nonrenewal

If the School Board does not renew this Contract, the School Board will pay the Superintendent at the daily rate of pay, as determined by a divisor of two hundred sixty (260) days, for each day of vacation that the Superintendent has accrued but has not used as of June 30, 2029. 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	Christmas Day
Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King, Jr. Day
Day after Thanksgiving	Memorial Day
Day before Christmas	Juneteenth

If a designated holiday falls on a Saturday, the preceding Friday will be observed as the holiday, unless the superintendent makes other arrangements with the School Board Chair. If a designated holiday falls on a Sunday, the following Monday will be observed as the holiday, unless the superintendent makes other arrangements with the School Board Chair.

Section 5: Accrual of Sick Leave

On July 1 of each school year covered by this Contract, the Superintendent will be credited with thirteen (13) days of sick leave, which may be accumulated to a maximum of two hundred forty-seven (247) days. Sick leave will be available to the Superintendent at the beginning of the year (July 1st), however, sick leave is considered earned on a monthly basis. The Superintendent may use sick leave for any illness, injury, or health condition that prevents the Superintendent from performing the 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. The sick leave provided under this Agreement is intended to satisfy the requirements for Earned Sick and Safe Time ("ESST"). Accordingly, the sick leave provided under this Agreement runs concurrently with ESST and is not in addition to ESST.

Section 6: Bereavement Leave

The Superintendent will be granted up to ten (10) days of bereavement leave. Days utilized for bereavement leave will be deducted from the Superintendent's accumulated sick leave. Upon ending employment with the District for any reason, the Superintendent is not entitled to payment for any unused days of bereavement leave.

Section 7: Personal Leave

The employee will be allowed five (5) personal business days per year for business that ordinarily cannot be conducted outside the duty day. No more than three (3) days can be used consecutively. Days utilized for personal leave will be deducted from the Superintendent's accumulated sick leave.

Section 8. Emergency Leave

The Superintendent may be granted paid emergency leave at the discretion of the School Board for situations not covered by other leave provisions. The Board Chairperson may grant the leave on behalf of the Board.

Section 9: Judicial Leave

If the Superintendent is called to serve on a jury or is required to appear as a witness in a case involving the District, the Superintendent will receive full pay from the District, without deduction from accumulated vacation or sick leave, provided that the Superintendent submits to the District any compensation received from being called to sit as a juror or to provide testimony as a witness.

Section 10: School Conference and Activities Leave

In accordance with the provisions of MS.181.9412, the District will provide the Superintendent with up to sixteen (16) hours of school conference and activities leave during any school year to attend school conferences or school related activities related to the Superintendent's child, provided the conference, activity or observation cannot be scheduled during non-work hours. One school day advance written notice shall be provided via the District's substitute/leave reporting system. The Director of Human Resources can waive the advanced written notice requirement in emergency situations under exceptional or unusual circumstances. In addition to the statutory definition of school conference and activity leave, employees may also use school conference and activity leave for post-secondary college visits for high school age students. Such leave will be deducted from the Superintendent's sick leave allowance.

Section 11: Child Care/Adoption Leave

Child care leaves under this section include maternity leave, parental leave and adoption leave. Child care leaves shall be processed under the Federal Family and Medical Leave Act (FMLA) for the Superintendent that meets the current eligibility requirements of FMLA as outlined in Policy 410 and Policy 448. Child care leaves for the Superintendent that does not meet the current eligibility requirements of FMLA shall be processed under the District Disability After Childbirth Policy – Policy 411.

- 1) A child care leave shall be granted by the District subject to the provisions of this Section. Child care leave may be granted because of the need to prepare and/or provide parental care for a child or children of the employee for an extended period of time.

- 2) The Superintendent making an application for child care leave shall inform the District in writing with intention to take the leave as soon as possible and at least one calendar month before commencement of the intended leave, except in unusual circumstances. The district and the Superintendent will attempt to work out a satisfactory plan for the leave.
- 3) If the reason for the child care leave is occasioned by pregnancy, the Superintendent shall also provide at the time of the leave application, a medical certification indicating the expected date of the delivery.
- 4) Sick leave under Article IV, Section 5 and long-term disability insurance under Article V, Section 4, is available for the disabilities of pregnancy prior to the commencement of the child care leave. Such use of sick leave days shall run concurrently with parental leave days under paragraph 9.
- 5) In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, unless otherwise agreed, be required to:
 - (i) Grant any leave more than six (6) months in length or to the beginning of the school year following such six (6) month period.
- 6) Failure of the Superintendent to return pursuant to the date determined under this Section shall constitute the failure to work without first securing a release which is grounds for immediate discharge unless the district and the Superintendent mutually agree to an extension in the leave.
- 7) A Superintendent who returns from child care leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave.
- 8) Up to twenty (20) days leave allowance may be used for adoption purposes such as preparation and legal reasons, necessary travel, and initial adjustment.
- 9) Up to ten (10) days parental leave may be used within thirty (30) days of the birth of a child, the days used to be deducted from sick leave. A Superintendent that qualifies for maternity leave is not eligible for these parental leave days.

Section 12: 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, the Superintendent may draw from accumulated sick leave in order to make up the difference between the Superintendent's regular salary and the workers' compensation insurance payments the Superintendent 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 all accumulated sick leave.

ARTICLE V INSURANCE

Section 1: Health and Hospitalization

The District will provide the Superintendent an opportunity to enroll for either single or family coverage in the District health and hospitalization insurance plan. The District will contribute the same amounts toward the monthly premium for single and family coverage as identified in the Northfield Education Association Agreement. The effective date for employer contributions will be January 1 of each year.

The District will immediately stop making monthly premium contributions when the term of this Contract expires.

Section 2: Dental

The District will provide the Superintendent with an opportunity to enroll for either single or family coverage in the District dental insurance plan. The School District will contribute the same amounts toward the monthly premium for single and family coverage as identified in the Northfield Education Association Agreement. The effective date for employer contributions will be January 1 of each year.

The District will immediately stop making monthly premium contributions when the term of this Contract expires.

Section 3: Life Insurance

The District will select and offer a group term life insurance policy with a maximum death benefit of two hundred twenty-five thousand dollars (\$225,000). 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. The District will immediately stop making monthly premium contributions when the term of this Contract expires.

The Superintendent may purchase additional group term life insurance in increments of twenty-five thousand dollars (\$25,000) up to a maximum of one hundred thousand dollars (\$100,000) at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage will be paid fully by the Superintendent through payroll deduction.

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. The plan will provide a benefit of 66 2/3% of the Superintendent's basic monthly earnings with a waiting period of sixty (60) calendar days after the date of disability. The District will select the LTD insurance carrier and plan.

Up to thirty (30) accumulated sick leave days may be used on a pro-rata basis while receiving disability income; however, the total income generated from using sick leave with disability benefits may not exceed the Superintendent's basic annual earnings. The District will continue its contribution for health and hospitalization insurance for up to six months (one hundred eighty (180) consecutive days) after the last day worked for absence due to total disability. Thereafter, the Superintendent may continue in the district's group insurance plans at their expense for as long as the Superintendent receives long-term disability insurance wage replacement benefits.

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 purchased 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 any premium will cease immediately upon termination of this Contract.

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 the Superintendent's attendance is required or permitted by the School Board. The Superintendent must periodically report to the School Board about the meetings and conferences he has attended. To receive reimbursement for expenses, the Superintendent must file itemized expense statements in compliance with School Board policy and law. Regardless of 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 written 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. 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 District.

Section 3: Business Expenses

The District will reimburse the Superintendent for reasonable and necessary expenses the Superintendent 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 a personal vehicle. Regardless of any other provision in this Contract, the Board in its sole discretion may further define and limit the number and type of expenses for which the Superintendent may claim reimbursement.

ARTICLE VII RETIREMENT

Section 1: Retirement Insurance

If the employee retires upon attaining age fifty-five (55) or thereafter and has at least ten (10) years of experience in the School District, they may elect to be covered under the group health and hospitalization and dental plans provided by the School District as provided by law. The employee may continue participation in the District's group term life insurance plan according to provisions of Article V, Section 4 at the employee's own expense until the employee is eligible for Medicare.

The District shall contribute toward the premium for health and hospitalization and dental coverage under the same conditions as if employed but not more than 80% of the health and hospitalization insurance premium, for nine (9) years from the date of retirement.

Once a retired employee becomes eligible for Medicare the retired employee's coverage will convert to a Medicare supplement policy. Such policy (when combined with Medicare) will at a minimum be equivalent coverage to the group health and hospitalization plan offered to active employees and retired employees who are not eligible for Medicare. Employees currently retired and their dependents who are eligible for Medicare will be converted to a Medicare supplement policy effective November 1, 2010.

In the event a retired employee and his or her dependent(s) become eligible for Medicare at different times, the individual insured will be converted to the Medicare supplement policy upon becoming eligible. At such time as there is only one other insured remaining on the family group health plan, he/she will be converted to a single policy under the group health plan until they become eligible for Medicare. If dependent children are covered under the group health plan they will be eligible to continue coverage until such time that the last parent covered on the group health plan becomes eligible for Medicare.

Once the retired employee or their dependent(s) obtain Medicare eligibility, the District shall contribute up to four hundred (\$400.00) dollars toward the monthly premium of the Medicare supplement plan for the remainder of the contribution period as defined above.

When the retiree becomes eligible for Medicare, the retiree must comply with M.S. 471.611

ARTICLE VIII MISCELLANEOUS

Section 1: Outside Activities

Although the Superintendent must devote full time and due diligence to the affairs and the activities of the District, he 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 solely determined by the School Board, such activities do not impede the Superintendent's ability to perform duties for the District. 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 Chair.

Section 2: Indemnification and Provision of Counsel

If an action is brought or a claim is made against the Superintendent, and the action or claim arises out of or in connection with the Superintendent's employment the District, and the Superintendent was acting within the scope of employment or official duties, the District will defend and indemnify the Superintendent to the 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: 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 a 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 4: 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.

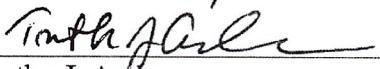
Section 5: Entire Agreement

This Contract reflects the entire agreement between the parties relating to the District's employment of the Superintendent. Neither party has relied on any statements or promises that are not stated 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.

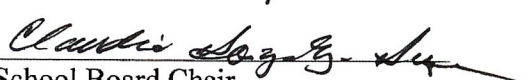
IN WITNESS WHEREOF, the parties have voluntarily entered into this Contract on the dates shown below. This Contract will not become effective unless and until it is approved by the District's School Board and signed by both parties.

I have subscribed my signature
this 4 day of May, 2026.

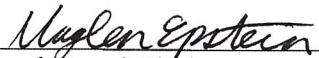


Timothy J. Anderson
Superintendent

I have subscribed my signature
this 4 day of May, 2026.



School Board Chair



School Board Clerk