

SUPERINTENDENT CONTRACT

This Employment Agreement is made and entered into between the School Board of Anoka-Hennepin Independent School District No. 11 (hereinafter referred to as “District”) and Cory McIntyre (hereinafter referred to as “Employee”).

WHEREAS, the District now offers the position of Superintendent of the District to Employee commencing July 1, 2023, through June 30, 2026; and

WHEREAS, Employee agrees to accept and perform the duties of Superintendent of the District;

NOW THEREFORE, as consideration for Employee’s acceptance to serve as Superintendent for the District the parties agree to the following terms and conditions of employment:

1. Applicable Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota including but not limited to Minn. Stat. § 123B.143 subd. 1.
2. Effective date and duration: The Agreement will expire at the end of its term unless a subsequent agreement is entered into in accordance with Minn. Stat. § 123B.143, subd. 1. The District will take action to determine whether to offer Employee a subsequent agreement no later than three (3) months prior to the expiration of this agreement and shall give Employee notice of its action.
3. Compensation:
 - a. Salary: Effective July 1, 2023, through June 30, 2026, Employee’s annual salary will be two hundred seventy thousand dollars (\$270,000.00). Effective July 1, 2024, the annual salary shall be increased by 2.0% over the July 1, 2023, base salary contingent on satisfactory performance by a majority of school board members. Effective July 1, 2025, the annual salary shall be increased by 2.0% over the July 1, 2024, base salary contingent on satisfactory performance by a majority of school board members. The salary shall be paid in equal installments during the calendar year. The salary may be modified, but shall not be reduced unless mandated by law, during the term of this contract. If the District exercises its option to extend the contract as set forth in paragraph 2 of this Agreement, the parties understand that the salary may be modified by mutual agreement.
 - b. Performance Incentive: In addition to Employee’s base salary, the District may grant up to an additional fifteen percent (15%) as performance incentive pay per fiscal year to be paid in one lump sum. The amount of performance pay will be at the District’s discretion based on the District’s review of goals and objectives accomplished as established annually between the District and Employee.

- c. Paid Leave, Insurance Benefits and other Terms of Employment: Except as modified in this Agreement, the Terms and Conditions of Employment of Cabinet Members as set forth in Attachment A will continue in full force and effect. Modifications include but are not limited to the following:
- i. Paid Leave
- (a) Vacation: Employee shall accrue thirty (30) days of paid vacation during each year of employment accrued on a per pay day basis. The District encourages Employee to use vacation time. If employee chooses to use five or more consecutive vacation days during the school year, exclusive of scheduled breaks, the employee must receive the approval of the Board Chair. Employee has the option to buy back up to fifteen (15) unused days per fiscal year at the Employee's daily rate of pay based on the base salary divided by 260 days. This will be paid as salary or into an eligible District HRA account. Accrued vacation carry over from one fiscal year to the next shall be subject to the approval of the Board Chair.
- (b) Holidays: Employee shall be entitled to twelve (12) paid holidays per year in accordance with District policy for Cabinet Members.
- (c) Sick Leave: Employee shall be entitled to fifteen (15) sick days per year accrued on a per pay day basis. Sick days paid shall be at the Employee's daily rate of pay based on the base salary divided by 260 days. Employee has the option to sell back up to ten (10) sick days per year at the employee's daily rate of pay. This will be paid as salary or into an eligible District Health Reimbursement or Health Savings account, per the Employee's choice.
- (d) Personal/Emergency Leave: Employee may be granted emergency/personal leave at the discretion of the Board Chair.
- (e) Medical/disability leave: If Employee is unable to perform their duties due to illness or disability and has exhausted all accumulated sick leave Employee shall be paid their regular salary until the expiration of the waiting period for District Long Term Disability Insurance. Employee may also be placed on, or granted, a medical/disability leave of absence without pay in accordance with State and Federal Law. The District may, in its discretion, extend such a leave upon written request.

- (f) Tax-Sheltered Annuities: Effective July 1, 2023, the District shall contribute up to \$17,800.00 for the fiscal year as a District match towards Anoka-Hennepin 403(b) plan. Immediate vesting shall apply.
- ii. Benefit programs:
- (a) The District shall contribute \$20,260 which is the same dollar amount it provides to Associate Superintendents toward a flexible account for the purchase of designated employee benefits in accordance with the Anoka-Hennepin School District Flexible Fringe Benefit Plan including Health and Hospitalization Insurance, Dental Insurance, Life Insurance and Long-Term Disability Insurance. This amount is subject to increase in accordance with the Cabinet Members' group increase toward their flexible accounts, during the duration of this contract.
- (b) Liability Insurance: The District shall provide at District expense liability insurance naming Employee as insured along with the District in an amount not less than that which is required by law for the District.
- (c) Claims Against the School District: The parties agree that the eligibility of any person for insurance benefits shall be governed by the terms of the insurance policies purchased by the District pursuant to this section. It is further understood that the District's only obligation is to purchase insurance policies and pay such amounts as agreed to in this Agreement and no claims shall be made against the District as a result of a denial of insurance benefits under policies by an insurance carrier.
- iii. Other Terms:
- (a) Professional and Community Membership Expenses: The District shall pay the professional membership dues to professional educational organizations including, but not limited to AASA and MASA, Community Service Groups up to a maximum of four thousand dollars and zero cents (\$4,000.00) and/or as approved by the District. As part of the total compensation provided to Employee as set forth in paragraph 3a of this Agreement, Employee is expected to pay necessary business expenses to belong to appropriate professional, educational, and civic organizations where such membership will serve the best interests of the District.
4. Termination during the term of the Agreement: This contract may be terminated at any time by the parties by mutual consent. Employee's employment may also be terminated by the District during the term of this Agreement for cause defined in Minn. Stat. § 122A.40, subd. 9 or 13; except for purposes

of the definition of cause, other provisions of Minn. Stat. § 122A.40 shall not be applicable. If the District proposes to terminate the Employee for cause during the term of this Agreement it shall notify the Employee in writing of the proposed grounds for termination. The Employee shall be entitled to a hearing before an arbitrator provided the Employee makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event the parties shall jointly petition the Bureau of Mediation Services for a list of seven (7) arbitrators. The arbitrators shall be selected by the parties through the normal striking processes provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedural rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties subject to normal judicial review of arbitration decisions as provided by law. Employee may be suspended with pay pending final determination by the arbitrator. If the Employee fails to request a hearing as provided within the fifteen (15) calendar day period it shall be deemed acquiescence by the Employee to the District's proposed action and the proposed action shall become final on such date as determined by the District and the Employee shall have no further claim or recourse.

5. Duties and Responsibilities: Employee shall have charge of the administration of the schools under the direction of the District. Employee shall be the chief executive officer of the District; shall direct and assign teachers and other employees of the schools under Employee's supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District subject to the approval of the District; shall select all personnel subject to the approval of the District; shall from time to time suggest policies, regulations, rules and procedures deemed necessary for the District, and in general perform all duties incident to the office of the Employee and such other duties as may be prescribed by the District from time to time. Employee shall abide by the policies, regulations, rules and procedures established by the District and the State of Minnesota. Employee shall have the right to attend all District meetings and all District and citizen committee meetings, serve as an ex officio member of all District committees and provide administrative recommendations on each item of business considered by each of these groups. Employee's duty year shall be for the entire calendar year, and Employee shall perform services on those legal holidays on which the District is authorized to conduct school if the District so determines. Employee shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with District policy. Employee also understands that they must maintain throughout the life of this contract a valid and appropriate license to act as Superintendent in the State of Minnesota as provided by applicable state laws, rules and regulations.

6. Miscellaneous:
 - a. Conference and Meetings: The District shall pay valid expenses and fees for Employee's attendance at professional conferences and meetings with other educational agencies when attendance is required,

directed, or permitted by the Board Chair. Employee shall attempt to advise the District of all meetings and conferences that Employee will be attending and shall periodically report to the District meetings and conferences attended. Employee shall file itemized expense statements to be processed and approved as provided by law and/or District policy.

b. Outside Activities: While the Employee shall devote full time and due diligence to the affairs and the activities of the District, Employee may serve as a consultant to other Districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Employee's ability to perform the duties of the Superintendent. Employee shall 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 District.

c. Indemnification and provision of Counsel: In the event that an action is brought or a claim is made against the Employee arising out of or in connection with the Employee's employment, and the Employee is acting within the scope of employment or official duties, the 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 District shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466. The parties intend that Employee's compensation will comply with Minn. Stat. § 43A.17, subd. 9. To that end reconciliation with appropriate adjustment to salary will occur during each December. If it is at any time decided that Employee's compensation inadvertently exceeded that permitted by law or this Agreement, Employee will on demand promptly repay such excess. The parties' obligations under this paragraph survive expiration of this Agreement and termination of Employee's employment, indefinitely.

7. This Agreement constitutes the entire agreement and understanding between the parties.

This contract shall be effective only upon signatures of the Employee and the School Board officers of the District after authorization for such signatures by the officers as given by the District and appropriate action recorded in its minutes.

In witness whereof I have subscribed my signature
this 9 day of December, 2022

Comy McIntyre
Superintendent

In witness whereof I have subscribed my signature
this ___ day of _____, 20__.

Marci Anderson, School Board Chair

Jeff Simon, School Board Clerk