SIBLEY EAST PUBLIC SCHOOLS
SUPERINTENDENT CONTRACT

ARTICLE I
PURPOSE

This Contract is entered into between Independent Schoo) District No. 231o. Sibley East Public Schools. Minnesota, hereinafter referred *to* as the School District, and Eric Martinez 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 U
APPLICABLE STATUTE

This Contract for Superintendent Services is entered into between the School District and the Superintendent in confonnance with and governed by Mjnnesota Statutes 123B.143.

ARTICLE Ill
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 Jaws, rules, and regulations.

ARTICLE lV
DURATION, EXPIRATION. TERMINATION DURING THE TERM, MUTUAL CONSENT, AND CONTINGENCY

n 1, l)uratio This Contract is for a tenn of three years commencing on July I, 2026, and ending on June 30, 2029. It shall remain in fu11 force and effect unless modified by mutual consent of the School Board and me 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 I 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 Minnesota Statutes 123B.143, Subd. 1.

Section 3.Te_vnination During the Ienp: The Superintendent's employment may be tenninated during the tenn of this Contract only for cause as defmed in Minnesota Statutes 122A.40, Subd. 9 and Subd. J3, but, except for _,urposes of describing grounds for discharge, the provisions of Minnesota Statutes 122A.40 shall not be applicable. Jfthe School Board proposes to terminate the Superintendent during the tenn of this Contract for cause as described in Minnesota Statutes l22A.40, Subcl. 9 or Subd. 13, it shall notify the Superintendent *in* writing of the proposed grounds for tennination. The Superintendent shaJl be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing to the School Board Chair within fifteen (IS) calendar days after receipt of the written notice of the proposed tennination. In such event, the parties shall jointly petition the Minnesota Bureau of Mediation Services (BMS) for a list of five (S) arbitrators. The arbitrator shall beselected 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 pendina; final determination by the arbitrator. If the Superintendent fails *to* request a hearing as provided in this section within the fifteen (lS)wday calendar period, the Superintendent shall be deemed to have acquiesced to the School Board's proposed action, and the proposed action shall become final on such date as detennined by the School Board, and the Superintendent shall have no further claim or recourse.

Section 4. Notice of Intent: If the Superintendent intends to pursue a subsequent contract, the Superintendent must reasonably notify the School Board in writing of the notice requirement in order for it to be binding and effective. Failure of the School Board to take action authorizing the negotiation of a subsequent Contract in the first six months of the final year of this Contract, will serve as notice to theSuperintendent that the School Board will not enter intoa subsequent Contract.

Sectirui.:5. Subsequent Contract: If the School Board talces action authorizing the negotiation of a subsequent Contract, the parties will act in good faith to complete negotiations and enter the subsequent Contract within 90 calendar days prior to the end of this Contract. This written School Board action authorizing subsequent Contract negotiations must include a provision that, in the event that negotiations for a subsequent Contract have not been completed by the end of this Contract's term, the parties agree to enter into a subsequent Contract for the term set forth in the School Board's action and that the new subsequent Contract's compensation and benefits)eve] in the last year of this Contract is the same as in the current Contract pending final negotiations of compensation and benefit terms for the new Contract.

Section 6.Mutual Consent: This Contract may be terminated at any time by mutual consent of the School Board and the Superintendent.

Section 7. ngencs;_ 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 tenns of the existing Contract.

ARTICLEV
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; shaJI direct and assign teachers and other School District employees under the Superintendent's supervision; shall organize, reorganiz.e, and arrange the administratjve and supervisory staff, including insbUction and business affairs, as best serves the School District subject to the approval of the School Board; shall select alJ personnel subject to the approval of the Schoo) Board; shall, from time to time, suggest policies, regulationst rules. and procedures deemed necessary for the School District; and, jn general, perfonn 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 an School Board and citizen committee meetings, seive 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 Vt
DUTY YEAR AND LEAVES OF ABSENCE

B_ection I. Basic Worl.Y_ The Superintendent's duty year shall be for the entire twelve (12)-month Contract year, and the Superintendent shall perfonn duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so detennines. The Superintendent shall be on duty during any emergency, natural or unnatural. unless otherwise excused in accordance with School Board administrative policy.

Section 2. ¥.a.s.,ation: The Superintendentshall earn twenty (20) working days of annual paid vacation each Contract year. Unused vacation must be taken within six (6) months after the end of the Contract year in which it is earned. Up to five (5) vacation days may be carried over each year, up to a maximum of fifteen (15) days. Upon voluntary tennination of employment or expiration of the Contract. if not offered a subsequent Contract. the Superintendent shall be entitled to payment for any unused vacation days earned and accrued pursuant to the provisions of this section; however, if the Superintendent is involuntarily tenninated, the Superintendent shall not be entitled to unused earned and accrued vacation days.

Section.,J. ,Holidays: The Superintendent shall be entitled to thirteen (13) paid holidays as designated by the School Board each Contract year. The holidays shall be: 4[11]of July, Labor Day, Thanksgiving Day, Friday following Thanbgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, President's Day, Good Friday. Monday after Easter, Memorial Day, Juneteenth.

Section 4. F&mmL Sick and Safe Titne (F.SST),:. Earning, accumulation, usage, documentation, and notification will be in confonnance with Minnesota Statutes 181.9445 181.*9448.* The Superintendent shall earn fifteen (1S) days of ESST each year, front loaded each year of this contract. At the end of employment, ESST accumulations will not be paid out.

Section .Workers• Compensation: Pursuant to Minnesota Statutes Chapter 176, the Superintendent injured on the job in the senrice of the School District and coJlecting workers' compensation insurance may draw accrued leave and receive full salary from the School District, the salary to be reduced by an amowtt equal to the insurance payments. and only that fraction of the days not covered by insurance will be deducted from accrued leave.

Section 6. Bere_ayfID)ent Leave and GrievingTimei

Subd. l. Bereavement l,&ave: £SST can be used for bereavement leave to make arrangements for or attend funeral services or a memorial or address financial or legal matters that arise after the death of a family member. For the purposes of bereavement leave. "family member' is defined in MiMesota Statute. section 181.9445, subdivision 7.

Subd, 2. Grieving Time: The Superintendent shalJ be granted grieving leave following the death in the Superintendent's immediate family. "Immediate family" is defined as the Superintendent's child, adult child. spouse or registered domestic partner, sibling, parent, parent-in-Jaw, grandchild, grandparentt and all similar relationships that are preceded with "step" or "foster!' The amount of time shalJ be detennined after conferring with the Schoo) Board Chairperson.

Section 7. Ememenc□ve: The Superintendent may be granted paid emergency 1eave at the discretion of the School Board.

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 Joss of basic leave allowance. The compensation recejved for jury duty service shalt be remitted to the School District.

Section 9. Military Leave: Military leave shall be granted pursuant to applicable law.

Section lO. DisabiUty; If the Superintendent is unable to perfonn their regular duties because of personal illness or disability and has exhausted all accumulated leave, the School 8oard shall provide additional paid leave at a salary equal to sixty (60) percent of the Superintendent's regular salaiy unti) the expiration of the waiting period for long-tenn disability insurance.

Section 11. Medigl_L□ave: The Superintendent may be placed on a leave of absence for health reason, pursuant to the procedures outlined in MiMesota Statutes 122A.40. Subti. 12.

Section 12, Minnesota Paid l&ax.e.:.

Subd, 1. l!□□: Minnesota Paid Leave will provide partial wage replacement, job protection, benefit continuation, non-interference, non-retaliation to eligible Superintendents, as prescribed in Minnesota Statutes, chapter 268B.

Subd 2. Request: The Superintendent shaJI follow the process prescribed by the State of Minnesota to request leave.

Subd. 3. PremiW1J1: The School District shall deduct .44 percent (.44%)of the Superintendent's MN Paid Leave premiwn from wages and shall submit the wage deductions to the State of Minnesota as required by law.

Subd. 4. SYm,l□mental Benefits: The Superintendent may opt to use available Jeave to supplement the partial wage replacement benefits received from the Minnesota Paid Leave program so long as: (1) District policy pennits District employees to do so; and (2) such policy is in ae<:ordance with **Minn.** Stat. § 2688.06. Total compensation received may not exceed the empJoyee)s regular **wages.**

Section J3. Insurance Aml,li□ation: A Superintendent on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. If the leave is not covered under the Minnesota Paid Leave law, the Superintendent shall pay the entire premium for such insurance commencing with the beginning ofthe leave and shall pay to the Schoo)

District the monthly premium in advance. In the event the Superintendent is on paid leave from the School District, the School District will continue insurance contributions as provided in this Contract witil paid leave is exhausted. Thereafter. the Superintendent must pay the entire premium for any insurance retained.

ARTICLE VU
INSURANCE

tion 1. Health and J IQ1,Pitali2•.ation: The School District shall provide the Superintendent and the Superintendent's dependents with health and hospitaliution coverage under the School District's HSA group health and hospitalization at the expense of the School District. The School District shal1 fulJy fund the HSA deductible.

NOTEJo Article VII.Section I: In the event this Contract will cause ordoes cause penalties. fees, or fines to be assessed against the School District. the parties agree to reopen negotiations that result in a revised Contract between the parties that eliminates or reduces penalties. fee:;, or fines to be assessed against the School District The amount of art)' reduction in the School District's contribution toward tire Superinte-,,dent's healthcare benefits as a result of addressing the "highly compensated emplo)'ee" component of the ACA will be placed into another School D,.strict provided benefit) (i. e.. a retirement HIU, salary, etc.) as agreed upon between the parties.

S@Ction 2. Life Insurance: The School District shall provide, at its own expense, term life insurance for the Superintendent under the School District's group tenn life insurance plan in the amount of$ I50,000, payable to the Superintendent•s named beneficiary(ies).

Section,J.Lons-Term Diuhility insurance: The School District shall provide, at its own expense. long-tenn disability insurance for the Superintendent under the School District's group long-term disability insurance plan.

Section4.lili&i.t,Hi The eligibility of the Superintendent and the Superintendent's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the tenns of the insurance policies purchased by the School District pursuant to this article.

Section 5, Claims gainst 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 J. 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 1986t Minnesota Statutes 123B.02, Subd. 15.,School District policy. and as otherwise provided by law. The District wiU match the Superintendent's contribution up to $3.500 per year.

Section 2, The School District shall compensate the Superintendent for business use of the Superintendent's private vehicle at the established IRS rate per mile pursuant to Minnesota Statutes 471.665, Subd. I as allowed by Internal Revenue Service guidelines. The Superintendent to submit monthly mileage claims per district policy.

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 pennitted 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.

ARTICLE IX
SALARY

The Superintendent shall be paid an annual salary of SI50,000 for the 2026-2027 Contract year, Sl53t7S0 for the 2027- 2028 Contract year, and $158,362 for the 2028-2029 Contract year. During the tenn of this Contract. the annual salary may be modified but shall not be reduced. The annual salary shall be paid in equal installments during the Contract year.

ARTICLEX
EVALUATE PERFORMANCE

The School Board and Superintendent shall mutuaJly agree to an annual evaluation process consistent with the Minnesota Data Practices Act that includes, at a minimum, the following components: the establishment of goals and priorities, and selection of an evaluation tool which includes; timelines, responsibilities and steps. The content within the process of establishing goals and priorities is a School Board responsibility with consultation of the Superintendent on an annual basis.

ARTICLE XI
OTHER PROVISIONS

Section •J Q.wade Activities: White the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, the Superintendent 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.

Se;stion 2. Indemnification apd Provision of Co: In the event that an action is brought or a claim is made against the Superintendent arising out of or in COMection with their 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. Jndemnification. *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. This indemnification and defense obligation extends to all *costs* and fees incurred by the Superintendent in any internal investigation of a claim against the Superintendent that does not result or wou]d not have resulted in substantial disciplinary action against the Superintendent (defined as sufficient to create public data under the final disposition of a disciplinary action provisions of Minnesota Statutes 13.43, Subd. 2). Payment of legal fees includes when the Superintendent incurs individual legal costs jn serving as a witness in a claim against the School District. Nothing herein affects the Superintendent's right to legal counsel of the Superintendent's choice. Nothing herein affects the parties• right to negotiate payment of legal fees as part of a separation agreement.

Section 3, P□ The Superintendent is encouraged to belong to and participate in appropriate professional, educational, economic de\relopment, community, and civic organizations when such membership wm serve the best inter□ts of the School District. Accordingly, the School District will pay the membership dues for such organizations as are required, directed, or pennitted by the School Board. The Superintendent shall present appropriate statements for approval as provided by law.

Section 4. M2,ving Expenses: The District upon receipt from the Superintendent of documented expenditure statements wiJJ reimburse the Superintendent up toan amo\lllt of $3,000 for expenses incurred should the Superintendent decide to move to the Sibley East Schoo) District by J11ne 30, 2029.

Section ..S,. paily Rate of Pay; For purposes of this contract, the Superintendent•s daily rate of pay is detennined by dividing the total Superintendent's annual saJary by 260 days.

ARTICLE Xll
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 heJd 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 <A+..,,.day of February, 2026.

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Superintendent

IN WITNESS □ □ □ F. I have subscribed my signature this l!f,!!_lrlay of February, 2026.

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School Boan! Chair

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