

INTERIM SUPERINTENDENT'S CONTRACT

The School Board of Independent School District No. 761, Owatonna, Minnesota ("School District") enters into this Contract with Peter Grant ("Interim Superintendent"), a legally qualified and licensed superintendent, who agrees to perform the duties of Interim Superintendent of Schools of the School District.

The School District and the Interim Superintendent agree as follows:

I. APPLICABLE STATUTE

This Contract is entered into between the School District and the Interim Superintendent in conformance with Minnesota Statutes Section 123B.143.

II. LICENSURE

The Interim Superintendent shall furnish throughout the term 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.

III. DURATION, EXPIRATION, TERMINATION AND MUTUAL CONSENT

A. Duration

This Contract is for a term commencing July 1, 2012 through June 30, 2013, pending the search for and hiring of a permanent superintendent. It shall remain in full force and effect unless modified or renewed by mutual consent of the School Board and the Interim Superintendent or until terminated prior to the expiration of the term as provided in Section III.C of this Contract.

B. Expiration

This Contract shall expire at the end of the term specified in Section III.A hereof or upon termination in accordance with Section III.C herein. At the conclusion of its term, or earlier termination pursuant to Section III.C herein, neither party shall have any further claim against the other, and the School District's employment of the Interim Superintendent shall cease, unless a subsequent contract is entered into.

C. Termination During the Term

This Contract may be terminated at any time for any reason whatsoever by either party hereto provided the party terminating the Contract gives the other party fourteen (14) calendar days written notice prior to the effective date of said termination.

IV. DUTIES

The Interim Superintendent shall have charge of the administration of the schools under the direction of the School Board. The Interim Superintendent shall be the chief executive officer of the School Board; shall direct and assign teachers and other employees of the schools under the 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 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 Interim Superintendent and such other duties as may be prescribed by the School Board from time to time. The Interim Superintendent shall abide by the policies, regulations, rules and procedures established by the School Board and the State Board of Education. The Interim Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings, unless otherwise provided by law, serve as an ex officio member of all School Board committees and provide administrative recommendations on each item of business considered by each of these groups.

V. BUSINESS EXPENSES

The School District shall reimburse the Interim Superintendent for any School District related business expenses incurred while performing his duties as Interim Superintendent.

VI. SALARY

The Interim Superintendent shall be paid a salary of one hundred twenty-four thousand dollars (\$124,000) for the term of this Contract or through the date of termination in accordance with Section III.C herein based on time records submitted to the School District.

VII. HOLIDAYS

The Interim Superintendent shall be entitled to 11 paid holidays during the term of this contract. Days included are July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, President's Day, Good Friday, and Memorial Day.

VIII. VACATION

The Interim Superintendent shall receive 21 working days of paid vacation during the term of this contract.

IX. SICK LEAVE

The Interim Superintendent shall be afforded up to 12 paid sick days for personal or family illness during the term of this contract.

X. EFFECT UPON PENSION BENEFITS

The School District makes no representations as to what effect this Contract may have upon any retirement benefits to which the Interim Superintendent is entitled, either public or otherwise, or the qualifications of the Interim Superintendent for such benefits. Additionally, the Interim Superintendent confirms that he has not relied on any representations by the School Board or its representatives in this regard.

This Contract shall be effective only upon the signatures of the Interim Superintendent and the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action recorded in its minutes.

IN WITNESS WHEREOF, I have
subscribed my signature this _____ day
of June, 2012.

IN WITNESS WHEREOF, I have
subscribed my signature this _____ day
of June, 2012.

By: _____
Peter Grant
Interim Superintendent

By: _____
Don McCann
School Board Chair

By: _____
Vicki Jensen
School Board Clerk