

**EMPLOYMENT CONTRACT  
BETWEEN  
INDEPENDENT SCHOOL DISTRICT NO. 272  
AND  
SUPERINTENDENT OF SCHOOLS**

The School Board of Independent School District No. 272, Eden Prairie, Minnesota (“School District”) enters into this Contract with Curt L. Tryggstad (“Superintendent”), a legally qualified and licensed Superintendent.

The School District and the Superintendent agree as follows:

**I. Applicable Statute**

This Contract is entered into between the School District and the Superintendent in conformance with Minnesota Statutes, § 123B.143, Subdivision 1.

**II. Licensure**

The Superintendent shall furnish 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.

**III. Duration, Termination and Expiration**

**A. Duration**

**1. Term.**

The term of this Contract is for three (3) years commencing on July 1, 2012 and ending on June 30, 2015. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent, or unless terminated as provided herein.

**2. Termination at Expiration.**

This Contract will automatically terminate at the conclusion of its term on June 30, 2015, 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 the provisions of this Contract and Minnesota Statutes, §123B.143, Subdivision 1.

**B. Termination during the Term**

The Superintendent's employment may be terminated during the term of this Contract for cause, as defined in Minn. Stat. § 122A.40, Subd. 9 and Subd. 13; however, except for purposes of describing grounds for termination during the term of this Contract, the provisions of Minn. Stat. § 122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the term of this Contract for grounds described in Minn. Stat. §122A.40, Subd. 9 and/or Subd. 13, it shall notify the Superintendent in writing of the proposed grounds for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing to the School Board Chair within fifteen (15) days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal 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 normal judicial review of arbitration decisions as provided by law. The Superintendent may be suspended with pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided herein, he shall be deemed to have acquiesced to the School Board's proposed action, and the proposed action shall become final on such date as determined by the School Board, and the Superintendent shall have no further claim or recourse.

**C. Mutual Consent**

This Contract may be terminated at any time by the mutual consent of the School Board and the Superintendent.

**D. Performance Evaluation**

The School Board shall conduct at least one performance evaluation of the Superintendent each Contract year, and such evaluations shall be conducted in accordance with Minnesota Statutes §13D.05, subd. 3.

**IV. 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; shall direct and assign teachers and other employees of the schools under the 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 duties incident to the office of the Superintendent and other such duties as may be prescribed by the School Board. The Superintendent shall abide by all policies, regulations, rules and procedures established by the School Board and state law. The Superintendent shall serve as an ex-officio member of the School Board and may, as requested by the School Board, provide administrative recommendations on each item of business considered by the School Board.

V. **Duty Year and Leaves of Absence**

A. **Basic Work Year**

The Superintendent's duty year shall be for the entire 12-month Contract year (July 1-June 30), and the Superintendent shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Superintendent shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

B. **Vacation Leave**

The Superintendent shall accrue twenty-eight (28) days of paid vacation leave each Contract year (July 1 through June 30). The vacation leave shall be credited on July 1 of each Contract year. The Superintendent may carry-over unused accrued vacation leave to the following Contract year; however, it must be used by January 2 or it shall be forfeited. The Superintendent shall not be paid for any unused accrued vacation leave upon separation from employment with the School District, whether by resignation, retirement or termination. The Superintendent shall notify the School Board Chair in advance of scheduled vacation and shall record vacation in accordance with School District policies, procedures and practices.

C. **Holidays**

The Superintendent shall be entitled to twelve (12) paid holidays each Contract year as designated by the School Board. The holidays shall include July 4, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, New Years' Day, Memorial Day or other days as designated by the School Board, and five (5) floating holidays. The Superintendent shall record the use of floating holidays in accordance with School District policies, procedures and practices.

D. **Sick Leave**

The Superintendent will be credited with thirty (30) days of paid sick leave for the first Contract year to be used for absences caused by illness or disability of the Superintendent. Thereafter, the Superintendent will be credited with fifteen (15) days of paid sick leave on July 1 of each Contract year. Unused accrued sick leave may be accumulated to a maximum total sick leave of sixty (60) days; all other unused sick leave shall be forfeited. The Superintendent shall record use of sick leave in accordance with School District policies, procedures and practices. The Superintendent shall not be entitled to payment for any accumulated unused sick leave upon separation of his employment with the School District, whether by resignation, retirement or termination.

E. **Medical/Disability Leave**

The Superintendent may be eligible for unpaid leave of absence pursuant to federal and state law, including the Family and Medical Leave Act (FMLA), the Minnesota Parenting Leave Act (MPLA), the Americans with Disabilities Act (ADA). Requests for such leaves shall be made and considered in compliance with applicable law.

F. **Disability**

If the Superintendent is unable to perform his duties because of personal illness or disability, he has exhausted all accumulated sick leave, and he has applied for long-term disability benefits, the School District shall provide additional paid sick leave until the expiration of the waiting period for long-term disability benefits.

G. **Workers' Compensation**

In the event the Superintendent receives workers' compensation benefits, he may use accumulated sick leave to supplement his benefits and thus receive his full salary. The Superintendent's sick leave accrual shall be deducted accordingly.

H. **Bereavement Leave**

The Superintendent shall be granted up to five (5) days of paid bereavement leave each Contract year for death in his immediate family. "Immediate family" is defined as the Superintendent's spouse, child, stepchild, parent, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, aunt, uncle, niece, nephew, legal guardian, grandchild, daughter-in-law, son-in-law, spouse's grandparent, or persons who reside in the Superintendent's household. The Superintendent shall record the use of bereavement leave in accordance with School District policies, procedures and practices.

I. **Personal Leave**

The Superintendent may be granted a paid leave of not more than one day each Contract year at the discretion of the School Board Chairperson. Such leave may be used for situations that arise requiring the Superintendent's personal attention which cannot be attended to when school is not in session and which are not covered under other provisions of the Contract. The Superintendent shall record the use of personal leave in accordance with School District policies, procedures and practices.

J. **Calculation of Daily Rate of Pay**

Whenever it is necessary to calculate a daily rate of pay for purposes of this Contract, such rates shall be arrived at by dividing the Superintendent's annual base salary as provided in Section VIII by the divisor of 260. The calculation shall not include any other payments and/or benefits pursuant to this Contract.

VI. **Insurance**

A. **Health/Hospitalization and Dental Insurance**

The School District shall offer the Superintendent single and family health/hospitalization and dental insurance, as provided under the School District's group plans. If the Superintendent qualifies for and is enrolled in a School District group plan(s), the School District shall pay the full cost of the premiums for the 2012-2013 Contract year (July 1 through June 30). If the cost of the insurance premiums increase after the first Contract year, the School District will increase its contributions to the premiums in an amount not to exceed 5% in each Contract year. To the extent the cost of insurance premiums exceeds the School District's contributions, the Superintendent shall be responsible to pay the cost of the monthly premiums through payroll deduction.

If the Superintendent participates in the School District's group dental insurance plan, the School District shall pay the full cost of the premiums for the first Contract year (July 1 through June 30). If the cost of premiums increase after the first Contract year, the School District will increase its contributions to the premiums in an amount not to exceed 5% each Contract year. To the extent the cost of dental insurance premiums exceeds the School District contributions, the Superintendent shall be responsible to pay the cost of the monthly premiums through payroll deduction.

B. **Life Insurance**

The School District shall provide a group term life insurance plan providing coverage to the Superintendent in an amount representing \$500,000. The premiums for such insurance shall be paid by the School District.

Subject to the requirements of the School District's life insurance carrier and/or plan, the Superintendent may purchase additional life insurance coverage. The premiums for such insurance shall be determined by the insurance carrier and shall be paid by the Superintendent through payroll deduction.

C. **Disability Insurance**

If the Superintendent participates in long-term disability insurance offered by the School District, the full cost of the premiums shall be paid by the School District.

D. **Liability Insurance**

The School District shall provide, at School District expense, liability insurance covering the Superintendent, along with the School District, in an amount not less than that which is required by law.

E. **Claims Against the School District**

The eligibility of the Superintendent, the Superintendent's dependents or beneficiary, for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District. The School District's only obligation is to purchase the insurance policies described herein, and no claims shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums as required under this Contract.

**VII. Other Benefits**

A. **Tax Sheltered Plans**

1. **403(b) Contributions**

The School District will make contributions to the Superintendent's 403(b) deferred compensation plan in the form of a dollar-for-dollar match to the Superintendent's elective deferrals, up to a maximum of \$8,500 in each Contract year. Participation in any 403(b) plan shall be pursuant to School District policy and

subject to plan restrictions, the Internal Revenue Code, and other applicable federal and state law and regulations, and the Superintendent has sole responsibility for compliance.

2. **Post-Retirement Health Care**

The School District shall provide the Superintendent with a post-retirement Health Care Account (“Account”). The School District shall contribute \$15,000 per Contract year in equal monthly installments to the Account while the Superintendent is employed with the School District. The School District shall make no contributions to the Account after the Superintendent ceases to be employed by the School District. The Superintendent may receive reimbursement from the Account for expenses related to medical care, as defined under the Internal Revenue Code; however, the definition of expenses eligible for reimbursement may be modified if necessary to comply with applicable nondiscrimination requirement under the Internal Revenue Code.

3. **Liability Limitation**

The School District’s only obligation is to make deferrals and contributions to deferred compensation as specified in this Contract. The School District has made no representations whatsoever regarding the limits and/or restrictions on contributions and deferrals to deferred compensation plans or anything related to the management of deferred compensation plan(s). Further, the Superintendent understands that he is solely responsible for any taxes, social security payments, costs, penalties, interest, or any amount assessed by federal or state authorities arising from contributions or deferrals to his deferred compensation plans and he holds the School District harmless for any such claims.

B. **Other Professional and Business-Related Expenses**

1. The Superintendent may attend at least one national conference each Contract year upon advance approval by the School Board, and he will be reimbursed for reasonable and allowable expenses up to \$3,000 each Contract year, in accordance with established School District policies and procedures.



2. The School District shall pay valid expenses and dues associated with the Superintendent's attendance or participation in meetings, activities or events sponsored by professional associations or other organizations when the Superintendent's attendance or participation serves the best interests of the School District as deemed by the School Board. The Superintendent shall submit all necessary and appropriate documentation of expenses to be processed and approved as provided by law and/or School District policies and procedures. The Superintendent shall periodically report to the School Board relative to all meetings and conferences attended.
3. The School District shall provide the Superintendent with a monthly allowance of \$400 for business use of his private automobile pursuant to Minn. Stat. §471.665, subd. 3.
4. The School District shall provide the Superintendent a School District cellular phone and other needed technology in order to perform his duties as deemed by the School Board. All technology/equipment provided to the Superintendent shall be the property of the School District.

**VIII. Salary**

The Superintendent shall be paid an annual base salary for each Contract year (July 1, through June 30) as follows:

2012-2013: \$181,500  
 2013-2014: \$186,945  
 2014-2015: \$192,553

The Superintendent's annual salary may be modified, but shall not be reduced during the term of this Contract, unless the Superintendent voluntarily agrees to a freeze or reduction during the term of the Contract or as required pursuant to state law.

The salary pursuant to this Contract shall be paid in equal installments during the Contract years.

**IX. Other Provisions**

**A. Relocation Expense**

In recognition of the importance of the Superintendent residing in the School District, upon submission of documentation to the School Board that the Superintendent is residing in the Eden Prairie School District, he shall be paid the total sum of \$6,000. If the Superintendent is not



employed with the School District through June 30, 2015, he must repay the School District the payment made to him pursuant to this paragraph; however, the Superintendent's repayment obligation will be reduced by \$2,000 for each full contract year of employment with the School District. Any amount due the School District pursuant to this paragraph is due and payable on the last day of the Superintendent's employment with the School District whether by resignation, discharge or nonrenewal.

The Superintendent is solely responsible for any taxes or amounts owed or assessed by state or federal authorities arising from the payment pursuant to this section, and the Superintendent holds the School District harmless from any claims, judgments, interest or penalties of any nature related to the payment pursuant to this section.

B. **Moving Expenses**

In the event the Superintendent resides in the Eden Prairie School District and transports his personal property to the School District, he shall solicit three written quotes from moving companies and submit the quotes to the School Board Chair for review. The School Board shall pay the amount of the lowest quote directly to the moving company in an amount not to exceed \$4,000.

C. **Reimbursement for Tuition Expenses**

The School District will reimburse the Superintendent up to \$500 per graduate school credit required for and/or applicable to an Education Doctorate (Ed.D). The Superintendent must submit his schedule of course attendance for advance approval by the School Board if attendance will require the Superintendent to be absent during his duty year. Reimbursement pursuant to this paragraph shall be made after the Superintendent has submitted documentation of the tuition expenses and satisfactory course completion.

D. **Outside Activities**

The Superintendent shall devote full-time and due diligence to the affairs and activities of the School District. If he intends to engage in outside activities that do not interfere in the performance of his duties, such as consulting, lectures, or speaking engagements, he must receive advance permission from the School Board. The Superintendent shall notify the School Board of any payment he has been offered or paid for outside activities for which he was absent from his duties for the School District, and such payment is subject to remittance to the School District.

E. **Indemnification and Provision of Counsel**

In the event an action is brought or a claim is made against the Superintendent arising out of or in connection with the Superintendent's employment, and he is acting within the scope of employment or official duties, the School District shall defend and indemnify the Superintendent to the extent permitted by law. Indemnification, as provided in this paragraph, 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 Minnesota Statutes, Chapter 466.

F. **Severability**

If any provision of this Contract is deemed unenforceable or held to be invalid by operation of law, the remainder of the Contract shall not be affected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF, I have  
subscribed my signature this \_\_\_\_ day  
of \_\_\_\_\_, 2012.

\_\_\_\_\_

\_\_\_\_\_  
Curt L. Tryggestad, Superintendent

IN WITNESS WHEREOF, I have  
subscribed my signature this \_\_\_\_ day of  
\_\_\_\_\_, 2012.

\_\_\_\_\_

IND. SCHOOL DISTRICT 272

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Clerk

## Summary of Metro Superintendent Contracts

These contracts represent neighboring and comparable districts

(\*) Recently negotiated contracts

<u>District Name</u>	<u>Yr Contract Expires</u>	<u>Total Compensation 2012-13</u>	<u>Salary 2012-13</u>
<b>EP Proposed New Contract*</b>	<b>2015</b>	<b>\$247,308</b>	<b>\$181,500</b>
Bloomington*	2015	\$223,597	\$180,000
Burnsville-Egan-Savage	2013	\$233,215	\$185,000
Chaska	2013	\$249,698	\$189,500
Edina	2012	\$259,422	\$192,000
Farmington	2015	\$255,631	\$184,500
Hopkins	2013	\$247,947	\$179,000
Orono	2013	\$234,528	\$186,000
Richfield	2014	\$232,257	\$161,000
Wayzata	2014	\$253,535	\$190,000
West St. Paul*	2015	\$224,696	\$165,000
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Previous Eden Prairie Contract	2012	\$292,385	\$196,600 = (2011-12)
Little Falls Current Contract	2012	\$195,022	\$145,000 = (2011-12)

*Note: Minnetonka does not release its Superintendent's contract information.*