

CONTRACT WITH SUPERINTENDENT

This Contract by and between Stanton L. Rheingans (“Superintendent”) and the DUBUQUE COMMUNITY SCHOOL DISTRICT and its BOARD OF EDUCATION (collectively the “School District”).

For the considerations and the covenants and agreements set forth herein, the Superintendent and the School District agree as follows:

1. Effective Date. This Contract shall commence and shall be effective as of September 19, 2012.

2. Term of Contract. The term of employment as Superintendent of the School District shall be for a period of three (3) years, commencing July 1, 2021 and ending June 30, 2024. The Superintendent shall be employed for two hundred sixty-one (261) days per year for the period July 1, 2021 to June 30, 2022. Specific days of employment shall be fixed by the school calendar adopted by the Board of Education of the School District (“the Board”). Pay for one day of service shall be deducted from the Superintendent’s salary for each day of unauthorized absence; it being agreed that (1/261) of the scheduled salary shall be considered as pay for one day of service in each contract year.

3. Salary and Duties. The School District agrees to pay and the Superintendent agrees to accept the salary set forth below for performance by the Superintendent of the following duties:

- (a) The School District agrees to pay the Superintendent an annual salary of \$225,120 for the school year commencing July 1, 2021 and ending June 30, 2022; and no less than \$225,120 for the school year commencing July 1, 2022 and ending June 30, 2023; and no less than \$225,120 for the school year commencing July 1, 2023 and ending June 30, 2024; such salary to be paid in accordance with School

District policy. In addition, the School District will provide the annual sum of \$22,000 for the Superintendent's benefit for payment to an employer-funded 403(b) account in January of each year.

- (b) **Duties of Superintendent.** The Superintendent agrees to perform the duties of Superintendent of Schools and to serve as Executive Officer of the Board. The Superintendent shall have the powers and duties which are prescribed by the Board and by law. The Superintendent agrees to devote his full time, skill, labor and attention to the duties of Superintendent during the term of this Contract. The Board and individual members of the Board will refer matters, as appropriate, which come before the Board to the Superintendent for study and recommendation provided; however, the Board may take immediate action on matters that come before the Board at the Board's discretion.

4. **Qualifications - Filing.** The Superintendent shall furnish throughout the term of this Contract a valid and appropriate certificate to act as a superintendent of schools in the State of Iowa and shall file such certificate with the Secretary of the Board.

5. **Invalidity of Contract.** This Contract shall be invalid if the Superintendent is under contract with another board of education in the State of Iowa, or elsewhere, to provide the services listed above covering the same period of time until such contract shall have been released.

6. **Termination.** This Contract may be terminated in accordance with Iowa law relating to the termination of a superintendent's contract.

7. **Indemnification.** The School District agrees that it shall defend, hold

harmless and indemnify the Superintendent for any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity, or in the Superintendent's official capacity as agent and employee of the School District, provided the incident arose while the Superintendent was acting within the scope of the Superintendent's employment.

8. Fringe Benefits. The School District will provide the following fringe benefits to or for the Superintendent during the term of this Contract, which benefits shall be provided in accordance with School District policy for Executive personnel unless otherwise specified below:

- (a) Health Insurance - 100% of premium for family or single.
- (b) Dental Insurance for family or single - 100% of premium.
- (c) Group Term Life Insurance - \$100,000.00.
- (d) Long Term Disability Insurance.
- (e) Professional dues - not to exceed \$1,000 each contract year.
- (f) Sick Leave - 15 days each contract year which may be accumulated to 180 days.
- (g) Physical Exam - 100% of cost for annual physical examination.
- (h) Vacation - 25 days for each contract year. Up to 10 vacation days earned in the prior year of employment with the school district may be carried over to the following year. Up to 10 vacation days earned in the Superintendent's prior year of employment with the School District may be banked, up to an aggregate limit of 130 days. These banked days may be used by the Superintendent to augment the normal accrual

for any given year or accumulated up to the aggregate limit stated above. In no case may the Superintendent utilize more than 35 days in any contract year, without Board President approval. If this Contract terminates prior to the end of its term or a retirement occurs, the Superintendent shall receive pay for; (1) vacation days accumulated and unused for the preceding year on a prorated basis for the final part of the year in which the Contract terminates and (2) all banked vacation days at the contracted rate of pay.

- (i) Auto Expense Allowance - The School District will reimburse the Superintendent for expenses associated with authorized travel beyond a 100 mile radius of Dubuque at the IRS per-mile rate in effect at the time of travel.
- (j) Holidays - 10 days per contract year as provided by school calendar.
- (k) Personal Leave - 2 days per contract year, non-accumulative.
- (l) Family Illness Leave - 6 days per contract year, non-accumulative, which shall be charged against sick leave. This benefit covers illness or injury of a child or spouse or mother or father or sibling of the Superintendent.

9. Evaluation. The Superintendent shall be formally evaluated by the Board during each contract year or more frequently if the Board shall so determine. In addition, the Board shall provide the Superintendent with periodic opportunities to discuss the Superintendent's performance and relationship with the Board at such reasonable times as may be agreed upon by the Superintendent and the Board President.

10. Professional Meetings. The Superintendent shall attend appropriate professional meetings at the local, state and national levels, and shall be reimbursed for actual expenses in carrying out such professional activities in accordance with the adopted line item budget relating to such activities.

This Contract shall not be binding until approved by the Board of Education of the Dubuque Community School District.

IN TESTIMONY WHEREOF, the Superintendent and the authorized representatives of the School District have executed this Contract on the dates set forth below.

Approved by the Board on:
June 14, 2021
Date

Dubuque Community School District

Tamara L. Ryan, President
Board of Education

Accepted by the Superintendent on:

Date

Board approval: 6/14/21

Stanton L. Rheingans, Superintendent

**Dubuque Community Schools
2300 Chaney Road
Dubuque, IA 52001**

Superintendent						
Description			2020-2021	2021-2022	\$ Increase	% Increase
Annuity			22,000	22,000	-	0.00%
Professional Dues			1,000	1,000	-	0.00%
Base Salary			220,510	225,120	4,610	2.09%
Health Insurance - BC/BS Family			23,372	23,373	1	0.00%
Dental Insurance			1,368	1,368	-	0.00%
	2020-21	2021-22				
Term Life Insurance	\$ 10.70	\$ 10.70	128	128	-	0.00%
LTD Insurance	\$ 0.0018	\$ 0.0018	397	405	8	2.02%
Social Security	6.20%	6.20%	8,537	8,854	317	3.71%
	\$ 137,700	\$ 142,800				
Medicare	1.45%	1.45%	3,197	3,264	67	2.10%
IPERS	9.44%	9.44%	20,816	21,251	435	2.09%
Grand Total			301,325	306,763	5,438	1.80%