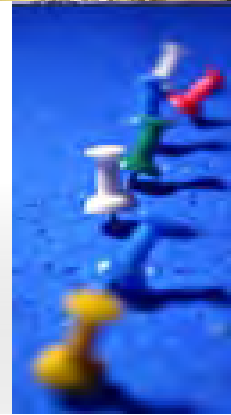




Critical Choices In The Superintendent's Contract: What Should Be In and What Should Be Out?



**MSBA Leadership
Conference
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MSBA'S MISSION

The Minnesota School Boards Association, a leading advocate for public education, supports, promotes, and strengthens the work of public school boards.

AGENDA

- Pertinent Minnesota Statutes
- Highlight Contract Provisions
- Options for Filling the Position



Pertinent Minnesota Statutes

Employment of a Superintendent

“All districts maintaining a classified secondary school must employ a superintendent who shall be an ex officio nonvoting member of the school board. The authority for selection and employment of a superintendent must be vested in the board in all cases. . . . If two or more districts enter into an agreement for the purchase or sharing of the services of a superintendent, the contracting districts have the absolute right to select one of the individuals employed to serve as superintendent in one of the contracting districts. ”

Minn. Stat. § 123B.143, Subdivision 1.



Pertinent Minnesota Statutes

Negotiating a Superintendent Contract

The exception to the Open Meeting Law allowing a school board to hold a closed meeting does not apply as superintendents are not members or represented by exclusive representatives recognized by the Bureau of Mediation Services.

Minn. Stat. § 13D.03, Subdivision 1.



Pertinent Minnesota Statutes

Termination of a Superintendent

- Termination follows the process of the Continuing Contract Law, Minn. Stat. § 122A.40, subdivisions 3 & 19 and the Tenure Law, Minn. Stat. § 122A.41
- Data that formed the basis for termination may be public personnel data under the Minnesota Government Data Practice Act, Minn. Stat. § 13.43



MSBA/MASA Superintendent Contract

- Joint effort between the MSBA and the Minnesota Association of School Administrators (MASA)
- Meets the basic hiring and employment needs of both parties



Superintendent Contract Excerpts

- **Duration**
- **Benefits**
- **Salary**
- **Severance**
- **Severability**



Options for filling a superintendent position?

- Full-time
- Combined (Superintendent/Principal)
- Part-time
- Shared
- Interim



Option: Full-Time Superintendent

- Full-time for a single school district



Option: Combined Superintendent/Principal

PROS

- Financial savings for the school district
- Reduces the number of administrators
- First-hand knowledge of buildings/personnel/student matters

CONS

- Balancing expanded duty list
- May need to hire additional staff
- Statutory requirements relative to evaluations and continuing contract/tenure rights
- Addressing conflict in rights as a bargaining unit member



Option: Combined Superintendent/Principal

INTERNAL HIRE

- Pros
- Cons

EXTERNAL HIRE

- Pros
- Cons



Option: Part-time Superintendent

PROS

- May save the school district money
- Favorable public perception – less administration

CONS

- Perception of lack of visibility in the community
- Employee concern related to leadership/oversight



Option: Shared Superintendent

PROS

- May save the school district money
- Favorable public perception – less administration
- Many examples of situations where sharing a superintendent has worked

CONS

- Perception of lack of visibility in the community
- Superintendent not always present and available
- Possible employee concern related to leadership



Shared Superintendent: Contract Options

TWO SEPARATE CONTRACTS

- Superintendent works for more than one school district and has a separate contract with each school district
- Coordinating the benefits and payroll issues related to each contract

BUY TIME FROM ANOTHER DISTRICT

- One school district holds the superintendent contract
- The other school district buys superintendent time from the district holding the contract
- Need for balancing out time spent in each school district



Shared Superintendent: Contract Options

JOINT POWERS AGREEMENT WITH JOINT POWERS BOARD

- Must comply with the Joint Powers Act
- Joint Governing Board and Open Meeting Law Issues
- Data Privacy Issues
- Sharing of Powers and Responsibilities
- Sharing of Financial Costs
- Division of Superintendent Duties
- Insurance and Liability
- Dispute Resolution



Option: Interim Superintendent

PROS

- Addresses short-term needs of the school district
- Can have a calming effect on the school district
- Provides a transition to a new superintendent

CONS

- Long-term school district needs may remain unfilled/unmet
- Shorter length of service by definition



What questions do you have for us?



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