

HURON SCHOOL DISTRICT
Huron, South Dakota
SUPERINTENDENT'S CONTRACT

THIS AGREEMENT made and entered into this **12th day of February, 2021**, by and between the **Huron School District #2-2**, hereinafter referred to as District, and **Kraig Steinhoff**, hereinafter referred to as Superintendent.

- 1) **Term.**
The District hereby employs Superintendent, and Superintendent hereby accepts such employment to undertake and fulfill the duties and obligations of Superintendent of Schools of the Huron School District for a term of two (2) years commencing on July 1, 2021 and continuing until June 30, 2023.
- 2) **Certification.**
Superintendent shall hold a valid certificate issued by the State of South Dakota.
- 3) **Duties.**
Superintendent shall be responsible for all matters outlined in his job description.
- 4) **Outside Activities.**
Superintendent may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration at his discretion. Superintendent may, at his option, continue to draw a salary while engaged in outside activities as described above. In such cases, honoraria paid to Superintendent in connection with these activities shall be transferred to the District. If Superintendent chooses to use vacation leave to perform outside activities, he shall retain any honoraria paid. In no case will the District be responsible for any expenses attendant to the performance of such outside activities.
- 5) **Compensation.**
District shall pay Superintendent at an annual base salary rate of **\$160,000 for the 2021-22 year. The salary for 2022-23 will be determined as early as December 31, 2021, and as late as April 1, 2022. In no event shall the 2022-2023 salary be less than that paid for the 2021-2022 year.** Said compensation shall be paid to Superintendent in installments of 1/12 of the annual salary on the 20th of each month for services rendered during the current month.
- 6) **Professional Liability.**
The District agrees that it shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the superintendent in his individual capacity, or in the capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of employment and excluding criminal litigation, and as such, liability coverage is within the authority of the school board to provide under state law. Except that, in no case, will individual board members be considered personally liable for indemnifying the superintendent against such demands, claims, suits, actions, and legal proceedings.
If, in the good faith opinion of Superintendent, conflict exists as regards the defense to such claim between the legal position of the superintendent and the legal position of the District, the superintendent may engage counsel in which event the District shall indemnify the superintendent for the cost of legal defense as permitted by state law. The District shall not, however, be required to pay any costs of any legal proceedings in the event the District and the superintendent have adverse interests in such litigation.
- 7) **Evaluation.**
The Board shall evaluate and assess, in writing, the performance of Superintendent as is stated in Board Policy. In the event that the Board determines that the performance of the superintendent is

unsatisfactory, in any respect, it shall describe, in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the superintendent. Superintendent shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the superintendent's personnel file. Within 30 days of the delivery of the written evaluation to the superintendent, the Board shall meet to discuss the evaluation.

8) **Vacation and Other Benefits.**

Superintendent shall receive **twenty (20)** days of vacation annually, exclusive of legal holidays and shall be entitled to **sixteen (16)** days of sick leave annually as set out in Board policy. Vacation shall be taken subject to the approval of the Board and within 12 months of the year in which it is earned and shall not be cumulative. **Vacation earned within the previous school year or current school year will be paid out as a severance at the end of employment, as per policy for all 12-month employees.** Earned sick leave shall be cumulative to a maximum of **one hundred-fifty (150)** days or as otherwise provided by Board Policy. **Cumulative sick leave and pay-out will follow administrative policy.**

9) **Expenses.**

The District shall pay or reimburse Superintendent for all reasonable expenses incurred by Superintendent in the continuing performance of his duties under this employment agreement. However, notwithstanding the foregoing, any claimed expenses in excess of **seven hundred-fifty dollars (\$750)** shall be approved by the board before being incurred by Superintendent.

10) **Hospitalization.**

The District shall pay the cost – less 10% of single premium per month - of “family” “two-party” or “single” hospitalization and major medical insurance for the Superintendent during the term of this agreement in accordance with the basic insurance coverage provided to certificated members of the professional staff. No additional compensation shall be provided in lieu of family hospitalization and major medical insurance for members of his immediate family during the term of this agreement. If the need arises for hospitalization and major medical insurance for members of his immediate family not covered by hospitalization or major medical insurance, that hospitalization and major medical insurance shall be implemented at District expense.

11) **Termination of Employment Contract.**

This employment contract may be terminated by:

- a) Mutual written agreement of the parties,
- b) Resignation of the superintendent,
- c) Disability of the superintendent.

In the event of disability by illness or incapacity, after the superintendent's sick leave has been exhausted, the compensation shall be reinstated after Superintendent has returned to employment and undertaken the full discharge of his duties. The District may terminate this contract by written notice at any time after the superintendent has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of thirty days. All obligations of the District shall cease upon such termination. If a question exists concerning the capacity of Superintendent to return to his duties, the District may require the superintendent to submit to a medical examination, to be performed by a licensed physician (M.D. or D.O.). The District and the superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the District. The physician shall limit his report to the issue of whether the superintendent has a continuing disability which prohibits him from performing the duties of a superintendent.

12) **Discharge for Cause.**

Discharge for cause shall constitute conduct which is seriously prejudicial to the District, including, but not limited to, neglect of duty or breach of contract. Notice of discharge for cause shall be given in writing and the superintendent shall be entitled to appear before the Board to discuss such causes. If Superintendent chooses to be accompanied by legal counsel at such meeting, he shall bear any costs therein involved. Such meeting shall be conducted in closed, executive session unless specifically prohibited by state law. Superintendent shall be provided a written decision describing the results of the meeting.

13) **Retention Stipend.**

If employed for 15 or more consecutive years and reaching the minimum of 60 years of age, the superintendent is entitled to 80% of the final contract as an earned retention bonus. This amount will be provided to the superintendent if he formally resigns prior to December 31 of any year of the contract following 15 consecutive years of service. The maximum amount of the retention stipend is 80% of the contract during the year he/she turns 62. That amount becomes fixed as a retention bonus in any year the superintendent gives notice of intended resignation prior to December 31. The bonus will be provided to his beneficiaries if he dies in office any time he is serving the district during or after the 15th consecutive year of service.

Liquidated Damages –

- The retention stipend will be reduced to 75% if notification is received during January of any year; to 73% if notification is received during February of any year; to 70% if notification is received between March 1 and March 15 of any year; and to 65% if notification is received after March 15 of any year following 15 consecutive years of service to the district.
- The retention stipend following 15 consecutive years of service will be reduced to 65% regardless of the time frame if the superintendent does not complete any full year of employment due to taking another position or assignment.
- The retention stipend after 15 consecutive years of service will be null and void if the superintendent does not complete the full term for any contract year without any of the aforementioned reasons.

Exception – Following 15 years of consecutive service there will be no liquidated damages if the late retirement or incomplete contract year is due to the superintendent being unable to complete his last full year of employment due to serious health/medical problems or disability. The superintendent would receive the full retention stipend.

(14) **Savings Clause.**

If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling, shall remain in force.

Any item regarding employment of Superintendent not specifically addressed in this contract will be subject to general administrative guidelines as per Board Policy.

IN WITNESS WHEREOF, DISTRICT has caused this employment contract to be approved in its behalf by a duly authorized officer and the **SUPERINTENDENT** has approved this employment contract effective on the day and year above specified.



Superintendent

President of the Board

2-12-2021

Date

Business Manager

WITNESS: 
