



Wright Technical Center

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1405 3rd Ave. NE • Buffalo, MN 55313

EXECUTIVE DIRECTOR CONTRACT

The Governing Board of the Wright Technical Center, District. No. 966, a Minnesota District, enters into this agreement with Brian Nutter, who agrees to perform the duties of Executive Director for District #966. The District and the Executive Director agree as follows:

I. Applicable Statute:

This agreement is entered into between the District and the Executive Director in conformance with M.S. §123B.143, Subd. 1.

II. Licensure:

The Executive Director shall furnish a valid and appropriate license to act as Executive Director in the State of Minnesota as provided by applicable state laws, rules and regulations through the life of the contract.

If the Executive Director does not currently have an endorsement as a Superintendent, he will enroll in an accredited program and obtain licensure no later than June 30, 2026.

III. Duration, Expiration, Termination and Mutual Consent:

1. Duration

This contract is for a term of three years commencing July 1, 2025, and ending June 30, 2028. It shall remain in full force and effect unless modified by mutual consent of the Governing Board and the Executive Director, or unless terminated as provided herein.

2. Expiration

This contract shall expire at the end of the term specified in Section 1 hereof. At the conclusion of its term, neither party shall have any further claim against the other, and the District's employment of the Executive Director shall cease, unless a subsequent contract is entered into in accordance with M.S. §123B.143, Subd. 1.

3. Termination during the Term

The Executive Director's employment may be terminated during the term of this contract only for cause as defined in M.S. §122A.40, Subds. 9 or 13. Except for purposes of definition of cause, the provisions of M.S. §122A.40 shall not be applicable. If the Governing Board proposes to terminate the Executive Director during the contract term for cause as defined in M.S. §122A.40, Subds. 9 or 13, it shall notify the Executive Director in writing of the proposed grounds for termination. The Executive Director shall be entitled to a hearing before an arbitrator provided the Executive Director makes such a request in writing within fifteen (15) calendar 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 normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The Executive Director may be suspended with pay pending final determination by the arbitrator. If the Executive Director fails to request a hearing as provided herein within the fifteen (15) calendar day period, it shall be deemed acquiescence by the Executive Director to the

Governing Board's proposed action and the proposed action shall become final on such date as determined by the Governing Board, and the Executive Director shall have no further claim or recourse.

5. Mutual Consent

This contract may be terminated at any time by the parties by mutual consent.

IV. Duties:

The Executive Director shall have charge of the administration of the schools under the direction of the Governing Board. The Executive Director shall be the chief executive officer of the Governing Board; shall direct and assign teachers and other employees of the schools under the Executive Director's supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District subject to the approval of the Governing Board; shall select all personnel subject to the approval of the Governing Board; shall from time to time suggest policies, regulations, rules and procedures deemed necessary for the District, and in general perform all duties incident to the office of the Executive Director and such other duties as may be prescribed by the Governing Board from time to time. The Executive Director shall abide by the policies, regulations, rules and procedures established by the Governing Board and the State Department of Education. The Executive Director shall have the right to attend all Governing Board meetings and all Governing Board and citizen committee meetings, serve as an ex officio member of all Governing Board committees and provide administrative recommendations on each item of business considered by each of these groups.

V. Duty Year and Leaves:

1. Basic Work Year

The Executive Director's duty year shall be for the entire year as provided herein and the Executive Director shall perform services on those legal holidays on which the District is authorized to conduct school if the Governing Board so determines. The Executive Director shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with Governing Board administrative policy. For purposes of computing the Executive Director's daily rate of pay, the number of duty days for each year shall be 240 days.

2. Vacation

a. Executive Director will earn twenty-five (25) days of paid vacation during each school year (July 1 to June 30) that is covered by this Contract. Executive Director must obtain prior approval from the School Board Chair before taking more than ten (10) consecutive days of paid vacation, unless the vacation days are being utilized for a leave taken pursuant to the Family Medical Leave Act ("FMLA"). The Executive Director must take vacation days during the school year in which they were earned, or within twelve (12) months after the school year in which they were earned. To the extent permitted by law, at the end of each calendar year, Executive Director may ask the School Board to contribute the value of up to five (5) days of unused vacation to a TSA 403(b) Plan, provided that the contribution does not exceed the applicable limitations on contributions imposed by the Internal Revenue Code or Minnesota law. The value of one unused vacation day (i.e. the daily rate of pay) will be the equivalent of the Executive Director's gross annual salary divided by 240. The Executive Director will forfeit any additional vacation days that are not taken within twelve (12) months after the contract year in which they were earned or converted to a 403(b) contribution as permitted under this paragraph.

b. Payment of Unused Vacation Upon Nonrenewal. If the School Board does not renew this Contract or if Executive Director resigns effective at the end of the term of this Contract, the School Board will pay the Executive Director at his daily rate of pay for each day of vacation the Executive Director has accrued but has not used, forfeited, or converted to a 403(b) contribution as of June 30, 2028. If the Board discharges Executive Director pursuant to Article III, Section 3, the District will not be required to compensate the Executive

Director for any accrued and unused days of vacation that exist on the effective date of the discharge.

3. Holidays The Executive Director shall be entitled to 11 paid holidays each contract year as designated by the school board. The 11 paid holidays shall be: July 4, Labor Day, Thanksgiving, Friday following Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day, President's Day, Memorial Day and Juneteenth.

4. Sick Leave

The Executive Director shall earn paid sick leave at the rate of 1.25 day(s) for each working month, which may be accumulated to 90 days or the elimination period called for in the Long-Term Disability policy but not to exceed 132 days.

5. Emergency Leave

The Executive Director may be granted paid emergency leave during the contract year at the discretion of the Governing Board.

6. Bereavement Leave

The Executive Director shall be granted bereavement leave for a death within the Executive Director's immediate or close family. The time shall be utilized in a reasonable amount and shall be determined after conferring with the Governing Board Chair. Days utilized will be deducted from sick leave.

7. Medical Leave

a. The Executive Director and District agree to incorporate by reference and be bound by the provisions of M.S. §122A.40 Subd. 12 relating to suspension and leave of absence for health reasons.

b. If the Executive Director is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence pursuant to M.S. §122A.40 Subd. 12, the Executive Director shall, upon request, be granted a medical leave of absence up to one year in duration without pay. The Governing Board may, in its discretion, extend such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written statement from a physician outlining the condition of health and estimated time at which the Executive Director is expected to be able to resume normal responsibilities. The Executive Director when on medical leave of absence is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Executive Director shall pay the entire premium for such programs as the Executive Director wishes to retain commencing with the beginning of the leave. If medical leave of at least one full year is granted pursuant to this section, the Executive Director voluntarily waives any right to a leave of absence to which the Executive Director might otherwise be entitled pursuant to M.S. §122A.40 Subd. 12.

VI. Insurance:

1. Health and Hospitalization and Dental Insurance

The District shall provide the Executive Director and Executive Director's dependents with health and hospitalization and dental insurance coverage, under the District's group plan, at the expense of the District.

Subd. 1 Health Saving Account: The School District will offer an optional High Deductible Health Plan with a Health Savings Account (HSA). If the Executive Director elects to participate in the high deductible plan, the School District will make the following yearly contributions to a HSA: \$3438 per year for family coverage.

The school district will pay all administrative fees associated with the plan.

2. Life Insurance

The District shall provide, at District expense, a term life insurance policy providing \$200,000 of coverage for the Executive Director, payable to the Executive Director's named beneficiary.

3. Long Term Disability Insurance

The District shall provide, at District expense, a long-term disability insurance policy for the Executive Director in the District's group plan.

4. Liability Insurance

The District shall provide, at District expense, liability insurance naming the Executive Director as an insured, along with the District, in an amount not less than that which is required by law for the District.

5. Claims Against the District

The eligibility of the Executive Director, or the Executive Director's dependents or beneficiary, for insurance benefits shall be governed by the terms of the insurance policies purchased by the District pursuant to this section. It is understood that the District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the District as a result of denial by an insurer of insurance benefits if the District has purchased the policies and paid the premiums described herein.

VII. Other Benefits:

1. Tax Sheltered Annuities

The Executive Director will be eligible to participate in a tax sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, and Section 123.35, Subd. 12 and District policy.

Subd. 1 403(b) Annuity Matching Contribution Plan

The Executive Director shall be eligible for a District contribution to a state-approved 403b matching contribution plan in accordance with MS§ 356.24, as amended, provided that: The Executive Director has authorized at least a matching contribution to an approved 403b annuity matching contribution plan, to be paid by payroll deduction, with equal contributions the pay period.

The District will provide an enrollment form to the Executive Director who becomes eligible for a district matching contribution. The Executive Director shall notify the District in writing no later than 15 days after receipt of the district enrollment form of his/her intention to initiate participation in the 403b annuity matching plan and the amount of his/her contribution. Such participation shall continue year to year at the specified amount unless the Executive Director notifies the District to the contrary in writing. Modifications to an individual's contribution must be submitted to the District by August 1st for an August 31st implementation or by February 1st for a February 28th implementation.

District Match Contribution: The District will make a matching contribution for an eligible full-time Executive Director towards an approved matching annuity plan subject to the requirements of MS § 356.24. The School District shall match up to \$4,000.00 for each year of this contract.

Lifetime Maximum District 403 (b) Contribution Cap: \$24,000.00

Compliance: Executive Director Contributions may be contributed to any product in accordance with district policy. All product providers must provide MAC calculations, if requested, by

employee or employer.

2. Automobile

The District shall compensate the Executive Director for business use of the Executive Director's private automobile at the rate established by the Internal Revenue Service.

3. Conferences and Meetings

The District shall pay all legally valid expenses and fees for the Executive Director's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the Governing Board. The Executive Director shall periodically report to the Governing Board relative to all meetings and conferences attended. The Executive Director shall file itemized expense statements to be processed and approved as provided by law.

4. Cellular Phone Allowance

The Executive Director is required to have a cellular phone and related service plan that is used for the purpose of work-related duties. The school district will provide a \$50.00 per month allowance (\$600.00/year) as reimbursement for these expenses. In order to be eligible for this reimbursement, the Executive Director must provide annual proof of enrollment in a cellular phone service plan to the business manager by July 1. There will be no additional reimbursement for cellular telephone technology or service expenses beyond this amount.

VIII. Salary:

The Executive Director shall be paid an annual salary of \$143,500 for 2025-2026, \$147,000 for 2026-2027 and \$150,500 for 2027-2028.

The annual salary may be modified, but shall not be reduced, during the term of this contract. The salary shall be paid in equal installments during the contract year.

IX. Other - Provisions

1. Outside Activities

While the Executive Director shall devote full time and due diligence to the affairs and the activities of the District, the Executive Director may serve as a consultant to other Districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Executive Director's ability to perform the duties of the Executive Director. The Executive Director shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior approval of the Governing Board.

2. Indemnification and Provision of Council

In the event that an action is brought or a claim is made against the Executive Director arising out of or in connection with the Executive Director's employment, and the Executive Director is acting within the scope of employment or official duties, the District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

3. Dues

The Executive Director is expected to be actively involved in appropriate professional educational

and civic organizations where such membership will serve the best interests of the District. Accordingly, the District will pay such membership dues for organizations as are required, directed, or permitted, by the Governing Board. The Executive Director shall present appropriate statements for approval as provided by law.

Subd. 1 Membership

The Executive Director will report to the Governing Board additional new memberships as well as updates from current memberships.

Subd. 2 Partnerships

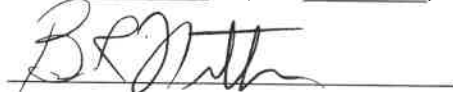
The Director will report to the Governing Board additional new partnerships as well as updates from current partnerships.

This contract shall be effective only upon signatures of the Executive Director and of the officers of the Governing Board after authorization for such signatures by the officers is given by the Governing Board in appropriate action recorded in its minutes.

IN WITNESS WHEREOF,

I have subscribed my signature

This 6th day of March, 2025.

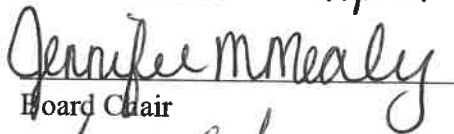


Executive Director

IN WITNESS WHEREOF,

I have subscribed my signature

This 15th day of April, 2025.



Board Chair



Board Clerk