

VIRGINIA PUBLIC SCHOOLS
411 SOUTH FIFTH AVENUE
VIRGINIA, MN 55792

SUPERINTENDENT'S CONTRACT 2016 - 2019

The School Board of Independent School District No.706, Virginia, Minnesota (School District) enters into this Contract with Dr. Noel Schmidt (Superintendent), a legally qualified and Minnesota licensed Superintendent, who agrees to perform the duties of Superintendent of the School District.

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 Minn. Stat. § 123B.143.

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, Subsequent Contract, Expiration, Termination During the Term, Mutual Consent and Contingency:

A. Duration.

This Contract is for a term of three years commencing August 1, 2016, and ending June 30, 2019. 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.

B. Expiration.

This Contract shall expire at the end of the term specified in III, A. hereof. At the conclusion of its term, 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 M.S. § 123B.143, Subd. 1.

C. Termination During the Term.

The Superintendent's employment may be terminated during the term of this contract for reason or cause as set forth in Minn. Stat. 122A.40, Subds. 9 or 13. Except for purposes of describing or setting forth the grounds or reasons for termination, the provisions of Minn. Stat. 122A.40 shall have no application other than as set forth herein by reference. If the school board proposes to terminate the superintendent during the term of the contract for cause, it shall notify the superintendent in writing of the proposed grounds or reasons for termination. The superintendent can request a hearing within the timelines set forth in Minn. Stat. 122A.40, Subd. 15(a), otherwise the right to a hearing shall be considered waived. Any such hearing shall be before an independent hearing officer hired by the board of education and such independent hearing officer shall make findings of fact, conclusions of law and recommendations to the board. The hearing process shall be in accordance with Minn. Stat. 122A.40, Subd. 14. E. Mutual Consent. This Contract may be terminated at any time by the parties by mutual consent and both parties agree that all timelines in Article III are recommended and are not binding on either party. No 3 language or timelines in this contract will by inaction or action extend the life of this contract or automatically provide for a subsequent contract.

The School Board and Superintendent shall establish performance goals that will be reviewed semi-annually. The School Board will conduct an annual performance review of the superintendent.

D. Contingency.

If this Contract is a subsequent contract entered into prior to the completion of an existing Contract, this subsequent contract is contingent upon the Superintendent completing the terms of the existing Contract.

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 School District employees 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 procedures deemed necessary for the School District, and, in general, perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the School Board from time to time. The Superintendent shall abide by the policies, regulations, rules, and procedures established by the School Board and the State of Minnesota. The Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings, serve as an ex-officio member of the School Board and all School Board committees, and provide administrative recommendations on each item of business considered by each of these groups.

V. Duty Year and Leaves:

A. Basic Work Year.

The Superintendent's duty year shall be for the entire twelve (12) month Contract year as provided herein, 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.

The Superintendent shall earn 25 working days of annual paid vacation each Contract year. Unused vacation must be taken within six months after the end of the Contract year in which it is earned. Upon termination of employment, the Superintendent shall be entitled to a daily rate payment for any unused vacation days accrued and earned pursuant to the provisions of this paragraph. Payment will be calculated as follows; $261 \text{ days/annual salary} = \text{daily rate}$.

The District shall annually convert up to five days of accumulated and unused vacation to the Superintendent's 403b account at his daily rate of pay. The District contributions shall be made at the end of the six month vacation extension.

C. Holidays.

The Superintendent shall be entitled to a total of 12 paid holidays each Contract year as designated by the School Board. (New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, The day after Thanksgiving, Christmas Eve, Christmas Day). If the superintendent must work on any of the above dates, the superintendent will use an alternative holiday with approval of the board chair.

D. Sick Leave.

The Superintendent shall earn paid sick leave at the rate of 1.5 day(s) for each working month, which may be accumulated to a maximum of 120 days. The Superintendent shall start with 16.5 days of sick leave that are available to use as August 1, 2016. Accrual of sick days shall begin on July 1, 2017.

E. Emergency Leave.

The Superintendent may be granted paid emergency leave during the Contract year at the direction of the School Board. Days utilized will deducted from sick leave.

F. Bereavement Leave.

The Superintendent shall be granted bereavement leave for a death within the Superintendent's immediate or close family. The time utilized shall be in a reasonable amount and shall be determined after conferring with the School Board Chair. Three (3) days will be paid and all other days utilized will be deducted from sick leave.

G. Disability.

If the Superintendent is unable to perform the essential functions of his/her job duties and responsibilities because of illness or medical disability, he/she is required to use and exhaust all accrued sick leave, personal days and vacation days before being eligible to apply for long-term disability. Should all sick leave, personal days and vacation days be exhausted, the Superintendent shall either resign or be subject to termination. The Superintendent could request a leave of absence without pay from the board of education, but any such leave would be within the discretion of the board. Any request for a medical leave must be accompanied by a comprehensive written report from a treating physician setting forth the nature of the illness, pathology or health condition which makes the Superintendent unable to perform the essential functions of the job, and, further, at what point in time it is expected and anticipated that the Superintendent would be able to perform the essential functions of the job. If on medical leave granted by the board, the Superintendent is eligible to participate in group health and other insurance programs, but at his/her expense. If a leave of absence is not granted by the board, the Superintendent shall resign or be subject to termination.

H. Medical Leave.

Should the Superintendent resign or be terminated under this section, this will not impair his/her ability to be eligible for long-term disability and/or TRA disability. 5 Any sick leave or other leave utilized by the Superintendent shall run concurrent with FMLA leave and any leave of absence which might fall under the provisions of Minn. Stat. 122A.40, Subd. 12, and shall not be in addition thereto.

VI. Insurance:

A. Health and Hospitalization.

The School District and the Superintendent agree that the Superintendent waives the right to obtain health and hospitalization insurance paid for in all or in part by the School District during the term of this contract.

B. Dental Insurance.

The School District and the Superintendent agree that the Superintendent waives the right to obtain dental insurance paid for in all or in part by the School District during the term of this contract.

C. Life Insurance.

The School District shall provide, at the expense of the School District, term life insurance for the Superintendent under the School District's group life insurance plan in the amount of \$150,000, payable to the Superintendent's named beneficiary.

D. Long Term Disability Insurance.

The School District shall provide, at the School District expense, long term disability insurance coverage for the Superintendent under the School District's group plan.

E. Liability Insurance.

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

F. Claims Against the School District.

The eligibility of the Superintendent or the Superintendent's dependents or beneficiary for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim 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 described herein.

VII. Other Benefits:

A. Tax-Sheltered Annuities.

The Superintendent is eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) or 457 (b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law during the term of this contract. The School district will not match or contribute matching funds during the term of this contract.

B. Conferences and Meetings.

The School District shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the School Board. The Superintendent shall periodically report to the School Board relative to all meetings and conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by law. The School District shall provide up to \$2,500 towards the superintendent's attendance at the AASA national conference, once during the duration of this contract.

C. Health Care Savings Plan.

The Superintendent will be eligible for participation in the MSRS Health Care Savings Plan program after 4 years of employment per ISD 706 Board Policy #430.

D. Vehicle

The School District shall compensate the Superintendent for business use of his private vehicle at the current IRS Mileage rate.

E. Cell Phone

The School District shall compensate the Superintendent for use of his personal cell phone with a stipend of \$50 per month.

VIII. Salary:

The Superintendent shall be paid an annual salary of \$146,500 for the 2016 - 2017 school year, \$152,360 for the 2017 - 2018 school year and \$155,407 for the 2018 - 2019 school year. The annual salary may be modified, but shall not be reduced, during the term of this Contract. The salary shall be paid in 24 equal installments during the Contract year. The salary for the 2016-2017 contract year shall be prorated to reflect the contract term of 11 months. The salary for the remaining years 2017-2018, and 2018-2019, shall reflect full twelve (12) month contract years.

The Superintendent shall also be entitled to retention salary which shall be paid at the end of each contract year. At the end of the first year, retention salary shall be the equivalent of two (2) days of pay, calculated at the average daily rate of pay. At the end of the second year, retention salary shall be the equivalent of four (4) days of pay, calculated at the average daily rate of pay. And, at the end of the third year, retention salary shall be the equivalent of six (6) days of pay. The cap for retention salary is ten (10) days of pay.

IX. Other Provisions:

A. Outside Activities.

While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, the Superintendent may serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Superintendent's ability to perform the duties of the Superintendent. Superintendent shall give written notice of such activities to board chair in advance of participating in such activities. The Superintendent 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 School Board.

B. Indemnification and Provision of Counsel.

In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with the Superintendent's employment, and the Superintendent is acting within the scope of employment or official duties, the School 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 School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

C. Dues.

The Superintendent is encouraged to belong to and participate in appropriate professional and educational organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues for professional and educational organizations as are required, directed, or permitted by the School Board. The Superintendent shall present appropriate statements for approval as provided by law.

D. Medical Examination.

The Superintendent shall have a comprehensive medical examination annually. Superintendent shall also have a comprehensive medical examination prior to start of district duties. A summary document from the physician certifying the fitness of the Superintendent to perform the duties of the position shall be provided to the School Board Chair. The cost of said examination not covered by the insurance program of the School District shall be paid by the School District.

X. Severability:

If any provision of this Contract is 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.

This Contract shall be effective only upon signatures of the Superintendent and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes.

IN WITNESS WHEREOF, I have subscribed my signature this _____ day of

_____, 2016.

Superintendent

IN WITNESS WHEREOF, I have subscribed my signature this _____ day of

_____, 2016.

School Board Chair

School Board Clerk