

Yellow Medicine East ISD 2190 School Board Meeting Agenda



Monday, June 25, 2018 at 4:30 PM
Special Meeting
YME Board Room - # 113

Our Mission Is: To provide a caring environment of high expectations that prepares every student for a successful future and instills the value of learning.

1. Call the Meeting to Order
2. The Pledge of Allegiance
3. Roll Call of Board Members
4. Approval of Agenda
5. Reading of the YME Mission Statement
6. Public Address to the Board of Education
7. Personnel Items
 1. Employment - Superintendent of Schools - Richard Schneider 2
 2. Employment - Long-Term Substitute Activities/Community Education
Administrative Assistant - Julie Poff
8. Discussion
 1. July Board Meeting Date
9. Upcoming Events
 1. Board Meeting - July 9, 2018 - YME Board Room - 6:00 pm
10. Closed Session to Discuss Negotiation Strategies
11. Adjourn

YELLOW MEDICINE EAST SUPERINTENDENT CONTRACT

The School Board of Independent School District No. 2190, Granite Falls, Minnesota (School Board) enters into this agreement with Richard Schneider, Superintendent, a legally qualified and licensed Superintendent, who agrees to perform the duties of Superintendent of Schools of the School District.

The conditions of this contract will not constitute precedent for other employee contracts.

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. Statute 123B.143, Subd.1.

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, Expiration, Termination and Mutual Consent:

1. Duration

This contract is for a term of three (3) years commencing on July 1, 2018 and ending on June 30, 2021. 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.

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 School District employment of the Superintendent shall cease, unless a subsequent contract is entered into in accordance with M.S. 123B.143, Subd. 1.

3. Termination During the Term:

The Superintendent'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 describing grounds for discharge, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the contract term for cause as described in M. S. 122A.40, Subd. 9 or 13, it shall notify the Superintendent in writing of the proposed grounds for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent 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 Superintendent may be

suspended with pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided herein within the fifteen (15) calendar day period, it shall be deemed acquiescence by the Superintendent of the School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the Superintendent shall have no further claim or recourse.

4. Mutual Consent:

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

5. 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 employees of the schools under the Superintendent's supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including the 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:

1. Basic Work Year:

The Superintendent's duty year shall be for the entire 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.

2. Vacation:

The Superintendent shall earn twenty (20) working days of annual paid vacation each contract year. The Superintendent may carry a maximum of twenty-five (25) unused vacation days into the next fiscal year.

3. Personal Leave:

The Superintendent may be granted a leave of absence of no more than three (3) day(s) per year, accumulative to five (5). Personal leave days shall only be used for situations that arise requiring the Superintendent's personal attention that cannot be attended to outside the normal business day.

4. Holidays:

The Superintendent shall be entitled to nine (9) paid holidays each contract year as designated by the School Board. In a typical year, these days would be New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Thanksgiving, and President's Day (if school is not in session).

5. Disability Leave:

The Superintendent shall earn paid sick leave at a rate of fifteen (15) days for each working year, which may be accumulated to a maximum of one-hundred (100) days. The first year the fifteen days shall be credited to the Superintendent's disability leave accumulation effective the first day of employment. Each succeeding year the days will be earned on a monthly pro-rated basis.

6. Emergency Leave:

The Superintendent may be granted paid emergency leave during the contract year at the direction of the School Board. The time utilized shall be in a reasonable amount and shall be determined after conferring with the School Board Chair.

7. 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. Days utilized will be deducted from sick leave.

8. Medical Leave:

If the Superintendent 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 Superintendent shall, upon request, be granted a medical leave of absence, without pay up to one year in duration. The School Board may, in its discretion, extend such 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 Superintendent is expected to be able to resume normal responsibilities. The Superintendent 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 Superintendent shall pay to the school district the entire premium for such programs as the Superintendent 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 Superintendent voluntarily waives any right to a leave of absence to which the Superintendent might otherwise be entitled pursuant to M.S. 122A.40, Subd. 12.

VI. Insurance

1. Health and Hospitalization:

The School District shall contribute up to \$8,000 annually (\$666.67 per month) for single coverage or \$16,085 annually (\$1340.42 per month) for family/dependent coverage for the Superintendent who must

qualify for and be enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the Superintendent and paid by payroll deduction.

Any remaining district contribution not used towards the premium will be deposited into a district approved Health Savings Account (HSA) pursuant to current laws. The HSA contribution will not exceed \$1,500 annually (\$125.00 per month).

2. Dental:

The School District shall contribute up to \$1,175 annually (\$97.92 per month) for dental coverage for the Superintendent who must qualify for and be enrolled in the School District group dental plan. Any additional cost of the premium shall be borne by the Superintendent and paid by payroll deduction.

3. Life Insurance:

The School District shall provide, at the expense of the School District, a term life insurance for the Superintendent under the School District's group life insurance plan for the maximum allowable up to \$150,000, payable to the Superintendent's named beneficiary. In addition, the School District will pay the expense of the Superintendent's dependent group term life insurance under the School District's group life insurance plan.

4. 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.

5. Insurance Deductible Compensation:

The Superintendent will be compensated for vandalism to personal property, up to \$500 per incident, for property damage caused by students as it relates to position responsibilities.

6. 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:

1. Tax Sheltered Annuities:

The Superintendent will be eligible to participate with a School District approved vendor in a tax sheltered annuity plan through payroll deduction established pursuant to Section 403 (b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15. The School District shall match up to \$2,000 (\$166.67 per month) on an annual basis.

2. 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 expenses statements to be processed and approved as provided by law.

3. Dues:

The Superintendent is encouraged to belong to and participate in appropriate professional and educational organizations where such membership will serve the best interests of the School District. Accordingly, the School District will pay such 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.

4. Automobile:

The School District shall compensate the Superintendent for business use of the Superintendent's private automobile pursuant to M.S. 471.665, Subd. 1 at the rate per mile set by School District policy.

VIII. Salary

The Superintendent shall be paid an annual salary of:

2018-2019	<u>\$115,000</u>
2019-2020	<u>\$120,000</u>
2020-2021	<u>\$125,000</u>

The annual salary may be modified, but shall not be reduced, during the term of this contract. The salary shall be paid in 12 equal installments during the contract year.

IX. Other Provisions:

1. 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.

2. Indemnifications and Provision of Counsel:

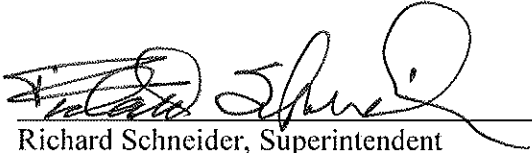
In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with the Superintendent's employment, and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted 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.

3. 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 22nd
day of June, 2018.


Richard Schneider, Superintendent

IN WITNESS WHEREOF, I have subscribed
my signature this _____
day of _____, 2018.

Dawn Odegard, Chairperson

Steve Rupp, Clerk