

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting - January 28, 2008 - 4:00 PM
District Administration Building
210 County Rd. 101 N., Plymouth, MN 55447

AGENDA

- | | | |
|----|---|----|
| 1. | CALL TO ORDER/ROLL CALL - Board Chair Moroz | 3 |
| 2. | APPROVAL OF SUPERINTENDENT CONTRACT - July 1, 2008 to June 30, 2011 - Board Chair Moroz | 4 |
| 3. | PAY EQUITY IMPLEMENTATION REPORT - A. Doughty | 14 |
| 4. | ADJOURN | 15 |

This Special Meeting will immediately be followed by the regularly scheduled work session.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

VISION

A model of excellence among learning communities

MISSION

The mission of the Wayzata School District is to prepare all students for the future by providing a challenging education which builds academic competence, develops responsible citizenship, encourages creativity, promotes lifelong learning, advances critical thinking skills, instills a commitment to personal wellness, and fosters respect for self and others.

DISTRICT DIRECTIONS for 2005-2007

- ***Apply our vision to all components of the District***
- ***Erase organizational barriers that limit participation of all cultural groups***
- ***Strive for smaller class sizes***
- ***Work toward a more individualized model of education***
- ***Promote a “client-centered” District***

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting – January 28, 2008

AGENDA SECTION: 1. CALL TO ORDER/ROLL CALL

ITEM: _____

COMMENTS BY: Board Chair Moroz

Susan Droegemueller, Board Clerk, will call the roll:

	<u>PRESENT</u>	<u>ABSENT</u>
Ms. Linda A. Cohen	_____	_____
Ms. Susan J. Droegemueller	_____	_____
Ms. Patricia L. Gleason	_____	_____
Mr. Jay A. Hesby	_____	_____
Mr. Gary W. Landis	_____	_____
Mr. John A. Moroz	_____	_____
Ms. Carter G. Peterson	_____	_____
Mr. Robert J. Ostlund, Ex Officio	_____	_____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting – January 28, 2008

AGENDA SECTION: 2. APPROVAL OF SUPERINTENDENT CONTRACT- 2008 - 2011

ITEM: _____

COMMENTS BY: Board Chair Moroz

The Board Committee on Superintendent Evaluation/Compensation recommends approval of the attached Superintendent’s Contract for Services for July 1, 2008 through June 30, 2011. The proposed contract was reviewed by legal counsel for the School Board

RECOMMENDED ACTION: Approve the Contract for Services for Superintendent of Schools – 2008-2011 Contract Year, and authorize the School Board Chair and Clerk to sign the document on behalf of the Board of Education.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

**CONTRACT FOR SERVICES
SUPERINTENDENT OF SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. 284
WAYZATA, MINNESOTA**

The School Board of Independent School District No. 284, Wayzata, Minnesota (“School District”) enters into this agreement (the “Contract”) with Chace Anderson (“Superintendent”), a legally qualified and licensed superintendent, who agrees to perform the duties of superintendent of schools 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, 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 years commencing July 1, 2008, and ending June 30, 2011. 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. Subsequent Contract.

The School Board shall notify the Superintendent no later than September 1, 2010 (or ten (10) months prior to the expiration of this Contract) whether the School Board wishes to enter into negotiations with the Superintendent for a subsequent contract. If the Board fails to give notice of its intent concerning renewal by September 1, 2010, the parties shall assume that no such renewal is intended by the School Board and the Contract shall expire at the end of the contract term. If the Superintendent intends not to seek another contract with the District, the Superintendent will give the School Board written notice of such intent no later than September 1, 2010 (or ten (10) months prior to the expiration of this contract).

3. Expiration.

This contract shall expire on June 30, 2011. 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.

4. 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, Subds. 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 to 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.

5. Mutual Consent.

The parties may terminate this Contract at any time by mutual consent.

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 Board; 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.

(2)

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. The number of Contract year duty days, for the purposes of determining payment for unused vacation days, unused sick leave, severance pay, etc., shall be 260.

2. Vacation.

The Superintendent shall receive and use twenty six (26) working days of paid vacation each Contract year, which may not be accrued. Unused vacation must be taken within six (6) months after the end of the Contract year in which it is earned. The School District will pay the Superintendent for up to ten (10) days of unused vacation per year when requested by the Superintendent. The payment will be based on the Superintendent's daily rate of base annual salary for the given fiscal year. The Superintendent will have the option to annually convert up to three (3) days of the unused and accrued days into an HSA account.

3. Holidays.

The Superintendent shall be entitled to ten (10) paid holidays each Contract year as designated by the School Board.

4. Sick Leave.

The Superintendent shall receive an initial allocation of forty five (45) days and earn paid sick leave at the rate of 15 additional days for each Contract year, which collectively may be accumulated to a maximum of ninety (90) days over this three-year Contract period. Upon termination of employment with the School District, accrued sick leave days shall be paid at the Superintendent's then daily rate of pay up to an accumulated maximum of one hundred thirty (130) days.

5. Personal Leave.

The Superintendent shall receive two (2) days of paid personal leave for each Contract year, which may be carried over and accrued up to a maximum of three (3) days over the three-year Contract period. Any unused and accrued personal days accrued up to the maximum amount shall be paid at the Superintendent's then daily rate of pay.

6. 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 shall not be deducted from sick leave.

7. Disability.

If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave at a salary equal to 100 percent of the Superintendent's regular salary until the expiration of the waiting period for long-term disability insurance.

8. Medical Leave.

- a. The Superintendent and School 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 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 a leave upon written request. A request for medical leave of absence or extension of such leave 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 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.

9. Worker's Compensation.

Pursuant to Minnesota Statute 176, the Superintendent injured on the job in the service of the School District will be eligible to receive worker's compensation benefits. The School District will continue to provide fringe benefits during the period of worker's compensation as were provided prior to the worker's compensation benefit.

VI. Insurance

1. Health and Hospitalization and Dental.

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

2. Life Insurance.

The School District shall provide a group term life insurance plan providing \$500,000.00 of coverage for the Superintendent, payable to the Superintendent's named beneficiary, at the expense of the School District. The Superintendent may purchase supplemental and dependent life insurance coverage in amounts allowed for administrators under the School District's group term life insurance policy.

3. Long-Term Disability Insurance.

The School District shall provide long-term disability coverage for the Superintendent in the School District's group plan.

4. 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.

5. 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.

6. Continuation of Insurance Coverage.

If the Superintendent retires, at age 55 or older and after nine years of service, he shall continue to receive the School District contribution for and coverage under the School District's group health, dental and life insurance, whatever contribution was in effect at the time of retirement, until the end of the month in which the Superintendent becomes eligible for Medicare/Medicaid benefits.

VII. Other Benefits

1. Tax Sheltered Annuities.

The Superintendent will be eligible to participate in a tax sheltered annuity plan, with an agent and agency of his choice, through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986. Minnesota Statutes, Section 123.35, Subd. 12, and School District policy. The School District will match contributions of the Superintendent to such tax sheltered annuity up to an amount of \$2,000.00 or the maximum allowed by law, whichever is less. Upon termination of employment, any eligible remaining accumulated vacation, sick leave, personal leave or severance pay may, in lieu of payment in cash, be contributed to any combination of tax sheltered plans to the maximum extent permitted by the applicable plans, laws and regulations.

2. Automobile.

The School District shall provide the Superintendent with a monthly allowance of \$700 for business use of the Superintendent's private automobile, pursuant to M.S. § 471.665, Subd. 3.

3. 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 such attendance 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.

4. Relocation.

The School District will reimburse the Superintendent for costs related to the relocation of his personal residence within the District. Eligibility for such reimbursement will be achieved upon providing the District with a signed purchase agreement verifying the purchase of a residence within the District by September 8, 2009, or any mutually agreed upon date thereafter. The costs are defined as sales commission, closing costs, and moving or storage expenses and are not to exceed Ten Thousand (\$10,000) Dollars.

VIII. Salary

The Superintendent shall be paid an annual salary of \$172,500 for the 2008-2009 school year, \$177,675 for the 2009-2010 school year, and \$183,000 for the 2010-2011 school year. The salary shall be paid in twenty-four (24) equal installments during the contract year.

IX. Evaluation

The School Board shall evaluate the Superintendent at least once a year during the term of this Contract. The evaluation shall be reasonably related to the Superintendent's job description and accomplishment of goals mutually agreed to by the Superintendent and School Board. The School Board shall endeavor to complete the annual appraisal of the Superintendent's performance by November 1.

X. 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 Superintendency. 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.

2. 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.

3. Dues.

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

4. Health Savings Account.

If the district establishes a plan for participation by administrators in a health care savings plan, including but not limited to MSRS HCSP, the Superintendent shall be permitted to participate on the same terms as those employees. If a plan is established for administrators to convert their accumulated vacation and/or sick leave at the time of retirement to a health care savings plan, the Superintendent shall also be permitted to participate on the same terms as those employees.

5. Payment Upon Termination of Employment.

- a. If the Superintendent's employment with the School District terminates because the term of the Contract expires and no subsequent contract is entered into, the School District shall make the following payments:
 - 1) Payment to the Superintendent in an amount equal to fifteen (15) days for each Contract year completed up to a maximum of one-half the Superintendent's salary rate in effect at the time of termination; and
 - 2) Payment of the full premiums for the Superintendent and the Superintendent's dependents for health and hospitalization, and dental insurance coverage under the School District's group health plans from the termination date for the 18 months following termination, or until the date the Superintendent and his dependents become eligible for health and hospitalization coverage from a subsequent employer, whichever is earlier.

- b. If the Superintendent's employment with the School District terminates before June 30, 2011, by reason of the Superintendent's disability or death, the School District shall make the following payments:
 - 1) Payment to the Superintendent in an amount equal to fifteen (15) days for each Contract year completed up to a maximum of one-half the Superintendent's salary rate in effect at the time of termination; and
 - 2) Payment of the full premiums for the Superintendent and the Superintendent's dependents for health and hospitalization, and dental insurance coverage under the School District's group health plans from the termination date for the 18 months following termination, or until the date the Superintendent and his dependents become eligible for health and hospitalization coverage from a subsequent employer, whichever is earlier. If the Superintendent dies, his spouse shall be eligible to participate beyond the 18 month period defined above, at her expense, in the School District's group health and dental insurance plans until the end of the month in which she becomes eligible for Medicare/Medicaid benefits or until she becomes eligible for health insurance from another source.

- c. If the Superintendent's employment with the School District terminates before June 30, 2011, by mutual consent of the Superintendent and the School Board, accompanied by a mutual release of claims, the School District shall make the following payments:
 - 1) Payment to the Superintendent in an amount equal to fifteen (15) days for each Contract year completed up to a maximum of one-half the Superintendent's salary rate in effect at the time of termination; and

2) Payment of the full premiums for the Superintendent and the Superintendent's dependents for health and hospitalization, and dental insurance coverage under the School District's group health plans from the termination date for the 18 months following termination, or until the date the Superintendent and his dependents become eligible for health and hospitalization coverage from a subsequent employer, whichever is earlier.

d. If the Superintendent dies before any or all of the payments have been made under paragraphs a, b, or c, the remaining amounts shall be paid to the Superintendent's beneficiary(ies) or, if there is none, to the Superintendent's estate.

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 _____, 2008.

Chace B. Anderson, Superintendent

IN WITNESS WHEREOF, I have subscribed my signature this _____ day of _____, 2008.

John A. Moroz
School Board Chair

Susan Jean Hayes Droegemueller
School Board Clerk

COE:22

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting – January 28, 2008

AGENDA ITEM: 3. PAY EQUITY IMPLEMENTATION REPORT

COMMENTS BY: Ms. Annie Doughty

Pay Equity Implementation Report

As required by Minnesota Statute, a Pay Equity Implementation Report must be submitted to the Department of Employee Relations. If approved, a copy of the report will be sent to each exclusive representative and also the public library.

RECOMMENDED ACTION: Recommend School Board approval of the 2008 Pay Equity Implementation Report.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting – January 28, 2008

AGENDA SECTION: 4. ADJOURN

ITEM: _____

COMMENTS BY: Board Chair Moroz

If there is no additional business before the School Board, the Chair will call for a motion to adjourn the meeting.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____