

NORTHFIELD PUBLIC SCHOOLS
Office of the Superintendent
Memorandum

TO: Board of Education
FROM: L. Chris Richardson, Ph.D., Superintendent
RE: Table File Items for April 25, 2016, Regular School Board Meeting

VI. Items for Discussion and / or Reports.

3. Board Discipline Policies and Student Citizenship Handbook – Recommended Changes.

VII. Superintendent's Report

B. Items for Consent Grouping

2. Personnel Items.

a. Appointments*

24. Kayla Ballstadt, Temporary Child Nutrition Associate I for 3.75 hours/day at the Middle School beginning 04/27/2016 – 06/07/2016; \$15.52/hour.
25. Mishia Edwards, Special Education Educational Assistant-PCA (SpecEd EA-PCA) for 7 hours/day at the CVSEC Sun Program (Northfield site) beginning 08/29/2016; Step 1, \$13.98/hour. **
26. Branden McGarrity, Temporary Summer BLAST Site Assistant at the Middle School/Carleton College for up to 6 hours/day beginning 06/16/2016 – 08/04/2016; \$12.19/hour.
27. Lillian Schneyer, Temporary Summer BLAST Site Assistant at the Middle School/Carleton College for up to 6 hours/day beginning 06/16/2016 – 08/04/2016; \$12.19/hour.
28. Temporary Seasonal/Summer Maintenance Workers (Building & Grounds) for 8 hours/day beginning approximately 05/16/2016 – 08/31/2016:
 - a. Bjorn Bade, \$11.25/hour
 - b. Megan Christopherson, \$10.75/hour
 - c. Evan Johnson, \$10.00/hour
 - d. William Kaul, \$14.00/hour
 - e. Caymon Koch, \$10.25/hour
 - f. Adam Rodgers, \$10.25/hour

b. Increase/Decrease/Change in Assignment

16. Nicholas Mertesdorf, Educational Assistant at the High School, add Summer Maintenance Worker for the District Building & Grounds for 8 hours/day beginning 06/20/2016 – 08/31/2016; \$10.00/hour.
17. David Piper, Special Education Teacher at Bridgewater, add Summer Maintenance Worker for the District Building & Grounds for 8 hours/day beginning 06/13/2016 – 08/31/2016; \$13.75/hour.
18. Eric Swan McDonald, .5 FTE Science Teacher at the ALC, change to .7 FTE Science Teacher at the ALC and .3 FTE Science Teacher at the High School (1.0 FTE) beginning 08/29/2016.
19. Bridges to Kindergarten Support beginning 07/25/2016 – 08/20/2016 for up to 15 hours/week:
 - a) Kristen Cade, B2K Teacher at Bridgewater Elementary – Year 21, \$28.82/hour
 - b) Gretchen Heil, B2K Teacher at Sibley Elementary – Year 9, \$28.22/hour
 - c) Patricia Rogne, B2K Teacher at Sibley Elementary – Year 8, \$28.22/hour
 - d) Angie Schewe, B2K Teacher at Bridgewater Elementary – Year 5, \$27.73/hour
 - e) Lahna Tran, B2K Teacher at Bridgewater Elementary – Year 13, \$28.82/hour.
 - f) Ellen Trotman, B2K Teacher at Greenvale Park Elementary – Year 2, \$27.11/hour
 - g) Maren Wacholz, B2K Teacher & B2K Substitute at Greenvale Park Elementary – Year 1, \$27.11/hour

e. Superintendent of Schools Contract

A memorandum from the Superintendent Search Subcommittee with the Subcommittee's recommendation regarding Dr. Hillmann's Superintendent Contract is enclosed. The Board is requested to enter into a Contract with Dr. Matthew J. Hillmann as Superintendent of Schools beginning July 1, 2016, as presented.

* Conditional offers of employment are subject to successful completion of a criminal background check and pre-work screening (if applicable)

**Hourly rate of pay is subject to change upon settlement of 2016-2018 EA employee agreement

501 SCHOOL WEAPONS POLICY

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public.

II. GENERAL STATEMENT OF POLICY

No one, including any student, teacher, administrator, school employee, volunteer or a member of the public, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against anyone who violates this policy. This policy does apply to persons authorized by a permit to carry a firearm.

III. DEFINITIONS

A. *A "firearm" is defined as a gun, whether loaded or unloaded, that discharges shot or a projectile by means of an explosive, a gas, or compressed air. ~~and~~ A firearm as herein defined may cause serious injury or death.*

A. B. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stunguns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

1. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.

2. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

B. C. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

C. D. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location, *including a vehicle parked on school grounds.*

IV. EXCEPTIONS

A. A student who finds a weapon on the way to school or in a school location, or a

Fire Alarm, False

Intentionally giving a false alarm of a fire, or tampering or interfering with any fire alarm is prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades K-5	*	<ul style="list-style-type: none"> • Suspension • Restitution 	<ul style="list-style-type: none"> • 2-3 day suspension • Police referral • Restitution
Grades 6-12	<ul style="list-style-type: none"> • 3-5 day suspension • Police referral • Restitution 	<ul style="list-style-type: none"> • 5-10 day suspension • Police referral • Restitution 	<ul style="list-style-type: none"> • 10 day suspension • Possible recommendation for expulsion • Police referral • Restitution

(*) Principal discretion per building discipline plan.

Fire Extinguisher, Unauthorized Use

Fire extinguishers are important tools that are needed in potentially life-threatening fires. All other uses are unacceptable.

Grades	First Offense	Second Offense	Third Offense
Grades K-5	*	1 day suspension	<ul style="list-style-type: none"> • 2 day suspension • Restitution
Grades 6-12	*	<ul style="list-style-type: none"> • 3-5 day suspension • Police referral • Restitution 	<ul style="list-style-type: none"> • 10 day suspension • Police referral • Restitution

(*) Principal discretion per building discipline plan.

Firearms

~~Minnesota State Law requires that school boards must expel for a period of at least one year a student who is determined to have brought a firearm to school. Firearms are prohibited in all school district locations. "Firearm", for the purpose of this policy, is defined as a gun, whether loaded or unloaded, that discharges shot or a projectile by means of an explosive, a gas, or compressed air, and **A firearm as herein defined may cause serious injury or death.** All offenses will be reported to the Minnesota Department of Education.~~

Grades	First Offense
Grades K-12	<ul style="list-style-type: none"> • 10 day suspension • Recommendation for expulsion • Police referral

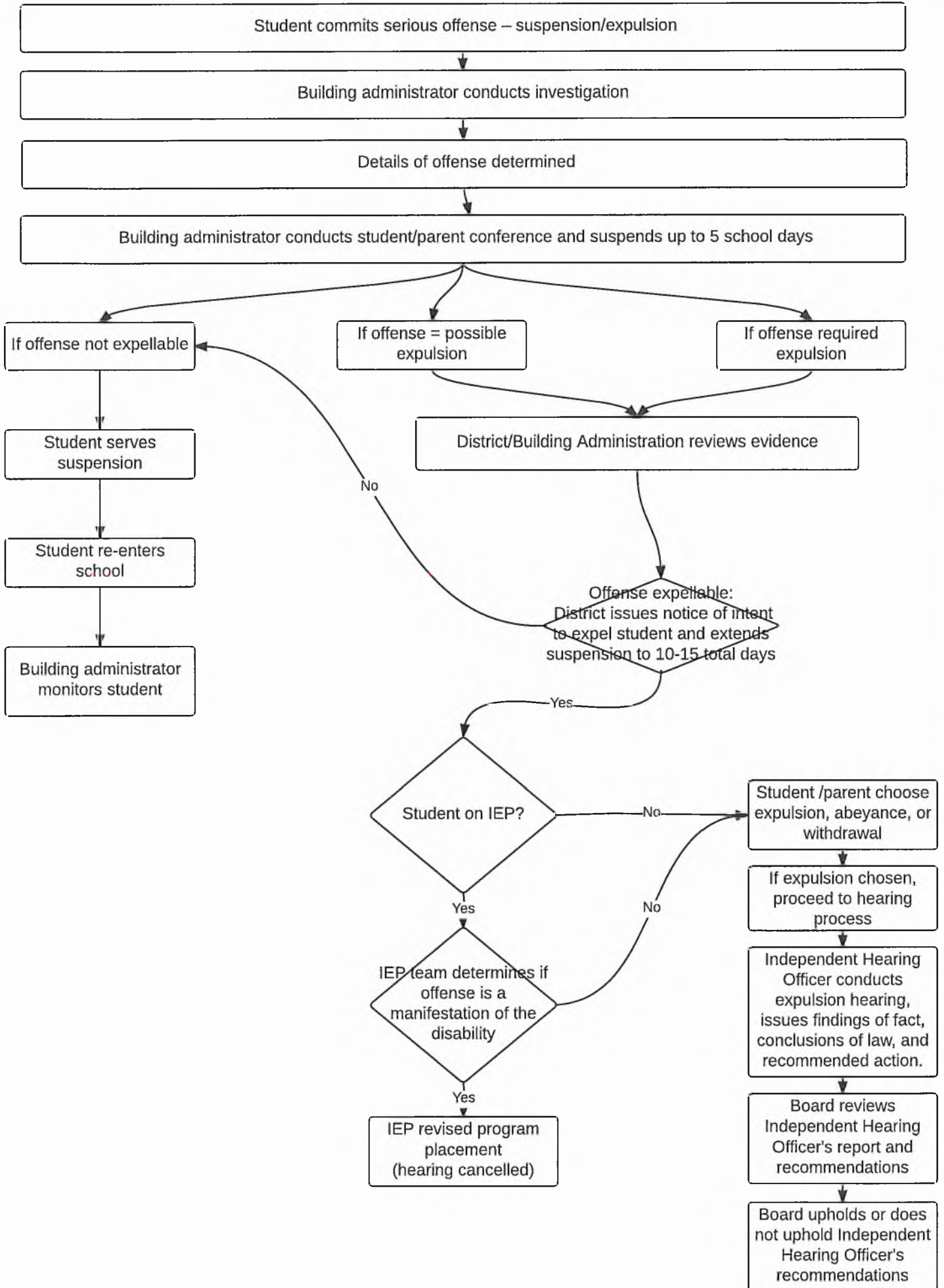
- **Bus suspension** – Action taken by a school district administrator to prohibit a student from riding a school bus or other district vehicles ranging from one day to the balance of the school year.
- **Restriction or loss of school privileges.**
- **Suspension from extra curricular activities.**
- **Other disciplinary action deemed appropriate by District 659.**

Expellable Offenses

While it is the Northfield School District’s belief that action to expel a student should be a “last resort,” district policy does include expulsion as a possible or automatic response to several behavioral offenses. The following chart is a quick reference to those offenses. Please see a more detailed description of those offenses and the corresponding responses to them in the earlier pages of this handbook.
 R – Recommended; P – Possible; H – High School; M – Middle School

Offense	1st	2nd	3rd
Alcohol, Chemicals Possession or Use	NO	YES - P	YES - R
Alcohol, Chemicals Intent to Distribute	YES - R	X	X
Arson	YES - R	X	X
Assault, Aggravated	YES - R	X	X
Assault, Physical	NO	NO	YES - P
Bullying	NO	NO	YES - P
Burglary	NO	YES - R	X
Fighting	NO	NO	YES - P
Fire Alarm, False	NO	NO	YES - P
Firearms	YES - R	X	X
Gang/Threat Group Activity	NO	NO	YES - P
Harassment and Violence	NO	NO	YES - P
Robbery or Extortion	NO	NO	YES - R
Sexual Misconduct	YES - R	X	X
Theft, Receiving or Possessing Stolen Property	NO	NO	YES - R
Threat, Direct/Indirect	YES - RH	YES RM	X
Vandalism, Major Acts	YES - R	X	X
Vandalism, Minor Acts	NO	NO	YES - P
Weapons	YES - P	YES - P	YES - R

Northfield Public Schools Discipline Process for Serious Offenses



NORTHFIELD HIGH SCHOOL

2015-2016

VEHICLE REGISTRATION

Student Name: _____ Grade: _____

License Plate No./State: _____ Year: _____ Make: _____

Model: _____ Color: _____ Vehicle: one _____ two _____
(Grand Am) (Pontiac)

Parking Sticker No: _____ Parking Sticker Color: Green _____ Orange _____

Proof of valid driver's license and current insurance is required to purchase a parking permit.

_____ Valid License _____ Current Insurance

I hereby understand that I will notify Northfield High School of any changes in status regarding my driver's license and/or vehicle insurability. Northfield High School is not responsible for damage or theft in any way to vehicles parked or operated in Northfield High School lots.

Student Signature: _____ Date: _____

Paid/\$ _____ Cash: _____ Check: _____

PARKING LOT/VEHICLE POLICY

All motorized vehicles parked at Northfield High School by students must display a valid permit. Any unauthorized parking offense will result in the following:

Permitted Vehicles

- 1st Offense:** Written Parking Violation Warning
- 2nd Offense:** Loss of Parking Permit for 2 weeks and/or Saturday School
- 3rd Offense:** Loss of Parking Permit and/or towed at owner's expense

Non-Permitted Vehicles

- 1st Offense:** Written Parking Violation Warning
- 2nd Offense:** Written Warning - 2nd Violation
- 3rd Offense:** Vehicle towed at owner's expense

Vehicles must only park in valid student parking spaces. Any vehicle parked illegally, may be subject to towing without previous warning at the owner's expense. Unauthorized parking includes: Music Reserved, Visitor, Handicapped Parking, District Visitor, Technology, Reserved and Staff Parking. All non-valid parking spaces, no parking zones, blocking a driveway or not displaying a valid permit may result in towing at owner's expense. Students may be restricted from parking or driving on school property if they are driving carelessly, violate parking regulations, leave campus or take underclassmen off of campus during school hours.

See Kim Bauer or an administrator in the high school office for special circumstances or more information. No refund will be given if permit is revoked. Transferring permit to another vehicle requires a secondary cost and proof of insurance. No sale of parking permits is permitted from student to student or sibling-to-sibling. Parking permits are full price per individual student. No family discount will be given. Violation of any of these rules can result in loss of parking permit, tag, and tow.

FOR OFFICE USE ONLY:

FROM NORTHFIELD SCHOOL BOARD POLICY 527:

PATROLS, INSPECTIONS AND SEARCHES

Patrols and Inspections.

School officials may conduct routine patrols of student parking lots and other school district locations and routine inspections of the exteriors of the motor vehicles of students. Such patrols and inspections may be conducted without notice, without student consent, and without a search warrant.

Search of Interior of Student Motor Vehicle.

The interiors of unlocked or locked motor vehicles of students in school district locations, including glove or trunk compartments, may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule. The search will be reasonable in its scope and intrusiveness. Such searches may be conducted without notice, without consent, and without a search warrant. A student must unlock a locked motor vehicle or its compartments upon the request of a school official. Failure to do so is a violation of this policy.

Drug Dog Search - Purpose and Procedure

The District will conduct periodic searches of the schools and their adjacent parking lots with the assistance of local and county law enforcement officers and drug-sniffing dogs. Each canine unit will be accompanied by at least one school district staff and when possible, the school resource officer.

In the event of a positive identification by the canines, two school personnel will conduct a search of the locker or vehicle in question. If the search reveals unauthorized or illegal items, district personnel may ask that law enforcement finish the search of the locker or vehicle.

Prohibition of Contraband and Interference with Patrols, Inspections, Searches and/or Seizures.

A violation of this policy occurs when students store or carry contraband in motor vehicles in a school district location or interfere with patrols, inspections, searches and/or seizures as provided by this policy.

Seizure of Contraband.

If a search yields contraband, school officials will seize the item and may turn it over to legal officials for ultimate disposition when appropriate.

Dissemination of Policy.

A copy of this policy will be printed in the student handbook or disseminated in any other way which school officials deem appropriate.

VIOLATIONS

A student found to have violated this policy and/or the directives and guidelines implementing it shall be subject to withdrawal of parking privileges and/or to discipline in accordance with the school district's Student Discipline Policy, which may include suspension, exclusion, or expulsion. In addition, the student may be referred to legal officials when appropriate.

Memorandum

TO: Northfield Board of Education
FROM: Superintendent Search Subcommittee – Rob Hardy, Ellen Iverson and Julie Pritchard
DATE: April 25, 2016
RE: Dr. Hillmann’s Superintendent Contract

As part of our responsibilities as the Superintendent Search Process Subcommittee, we have a recommendation regarding Dr. Hillmann’s Superintendent Contract for the Board’s approval.

Our recommendation is a salary of \$165,500. We believe this salary package is not only commensurate with the responsibilities of a superintendent, but also is in line with those of the Big 9 Conference as well as school districts comparable in size and proximity to the metropolitan area.

In determining Dr. Hillmann’s compensation, we used the following comparative analysis:

The Big 9 Conference

2015-2016 Actual Salaries		2016-2017 Estimated Salaries	
Rochester	\$204,000	Rochester	\$210,000
Northfield	\$176,100	Mankato	\$171,000
Mankato	\$166,000	Albert Lea	\$169,100
Albert Lea	\$164,100	Northfield	\$165,500 (contract proposal)
Austin	\$153,100	Austin	\$157,700
Faribault	\$150,000	Faribault	\$154,400
Owatonna	\$150,000	Owatonna	\$154,400
Red Wing	\$148,600	Red Wing	\$153,100
Winona	\$140,000	Winona	\$144,200

Other District's Comparative Analysis (2016-17 estimates)

Districts Comparable in Size and Proximity to the Metro		South Metro Districts	
Buffalo	\$181,400	Farmington	\$206,500
Forest Lake	\$177,600	Rosemount	\$203,700
Hastings	\$177,000	Lakeville	\$196,400
Monticello	\$159,000		
Average:	\$173,500	Average:	\$202,200

In addition, as part of our contract with PEER Solutions, Dr. Kyte did an extensive analysis of superintendent salaries of comparable districts across the State as well as those of the Big 9 Conference. The median salary of the districts that Dr. Kyte studied was \$165,300 and the average was \$166,400. This analysis has also guided us as we developed our recommendations for Dr. Hillmann’s contract.

**2016-2019 CONTRACT
BETWEEN
INDEPENDENT SCHOOL DISTRICT 659, NORTHFIELD, MINNESOTA
AND
SUPERINTENDENT OF SCHOOLS**

The School Board of Northfield School District 659, Northfield Minnesota (School District) enters into this contract with Matthew J. Hillmann (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 Minnesota Statutes 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:

A. Duration.

This contract is for a term of three years commencing July 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. Subsequent Contract:

1. **Notice by Superintendent.** The notice provisions of this contract shall obligate the School Board only if no later than September 1 immediately prior to the expiration of this contract the Superintendent provides written notice to each member of the School Board calling to the attention of members of the School Board the notice requirements as contained in this section of the Superintendent's contract; provided that if the Superintendent provides this notice after September 1, the November 1 and December 31 deadlines in subparagraphs 2 and 5 shall be extended by the same number of days that the Superintendent's notice is delayed beyond September 1.
2. **Preliminary Notice – School Board.** In the event the School Board is contemplating not offering the Superintendent a subsequent contract, the School Board shall give preliminary written notice of such intent not to offer a subsequent contract no later than September 1 immediately preceding the date of expiration of this contract.

3. **Request for Meeting.** Within ten calendar (10) days after receipt of an intent not to renew as provided in Paragraph 2 hereof, the Superintendent may request, in writing, a meeting with the School Board to discuss its intentions, the reasons therefore, and ways in which any concerns of the School Board might be addressed by the parties.
 4. **Meeting Between the Parties.** Upon receipt of such request, the School Board shall within fifteen (15) calendar days hold a meeting with the Superintendent.
 5. **Final Action – School Board.** The School Board shall delay taking final action on a subsequent contract for at least seven (7) calendar days after the meeting between the parties. However, the School Board shall take final action on a subsequent contract no later than October 31 and shall notify the Superintendent of such action in writing.
 6. **Effect.** The timeline provided herein is intended to provide both the School Board and the Superintendent with an appropriate process to address the subsequent contract issue and is intended to bind both parties unless the parties mutually agree to extend the timeline in writing. The timeline provided herein may be extended by written agreement between the School Board Chair and the Superintendent. In such event, the School Board Chair shall confer with and notify School Board members, in writing, of such extension.
- C. **Expiration.** This contract shall expire at the end of the term specified in Paragraph 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 Minnesota Statutes 123B.143, Subd. 1.
- D. **Termination During the Term.** The Superintendent's employment may be terminated during the term of this contract only for cause as defined in Minnesota Statutes 122A.40 Subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of Minnesota Statutes 122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the contract term for cause as described in Minnesota Statutes 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 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 a 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.
- E. **Mutual Consent.** This contract may be terminated at any time by the parties 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 employees of the schools 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 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 Board of Education. 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 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. For purposes of computing a per diem salary, the Superintendent's annual salary shall be divided by 260.
- B. **Vacation.** The Superintendent shall be entitled to twenty-five (25) days of paid vacation for each year. The Board encourages the Superintendent to use his vacation time. Each year's vacation shall be taken during the contract year or within twelve months following the end of the contract year. If the Superintendent is unable to use his accrued vacation days within the twelve months following the end of the contract year, up to two days of unused vacation that would otherwise be lost will be reimbursed to the Superintendent at the current per diem rate. If, during his last year of employment with the School District, the School Board wishes to have the Superintendent work to the end of the contract year, the School Board shall pay the Superintendent at the end of that year an amount equal to the salary for the number of accumulated vacation days. There will be no reimbursement for unused vacation days if the Superintendent is released from this contract.
- C. **Holidays.** The Superintendent is entitled to the following ten (10) paid holidays: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, New Year's Day, Presidents' Day (if designated as a school holiday), Memorial Day, Christmas Eve Day, and Good Friday (if designated as a school holiday). If the approved school calendar precludes the use of any of these days as holiday, an alternate day(s) shall be determined by the Superintendent subject to approval by the School Board.
- D. **Sick Leave.** Any sick leave balance currently accumulated in the individuals Director of Administrative Services contract will be carried over to the new contract outlined herein. At the beginning of each subsequent year of employment, the Superintendent will be credited with thirteen (13) days of sick leave, accumulative to a maximum of 247 days. Sick leave for the Superintendent will be administered in accordance with the policy for such leaves affecting the administrative staff.

- E. Emergency Leave.** The Superintendent may be granted paid emergency leave at the discretion of the School Board. Unless the School Board directs otherwise, the Board Chairperson may grant the leave on behalf of the Board.
- F. Professional Leave.** The Board recognizes the importance of encouraging the Superintendent to attend or participate in educational conferences or meetings as a necessary part of professional growth. The Superintendent is encouraged, with the consent of the School Board, to attend appropriate professional meetings at the local, state and national level, the expenses of such attendance to be paid by the district. The Board expects the Superintendent to continue his professional development on an annual basis and expects him to participate in relevant learning experiences consistent with the budget adopted by the Board. The Superintendent shall file an itemized expense statement with the Business Office of the District, to be processed as provided by law. The Superintendent shall from time to time advise and report to the Board on the meetings and conferences he will be attending or has attended.
- G. 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 until the expiration of the waiting period for long-term disability insurance.
- H. Medical Leave.**
1. The Superintendent and School District agree to incorporate by reference and be bound by the provisions of Minnesota Statutes 122A.40, Subd. 12 relating to suspension and leave of absence for health reasons.
 2. 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 Minnesota Statute 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 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 the entire premium for such programs as the Superintendent wishes to retain commencing with the beginning of the leave. If the 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 Minnesota Statute 122A.40, Subd. 12.
- I. Judicial Leave.** If the Superintendent is called to serve on jury duty, or subpoenaed to appear as a witness (not a defendant) in a criminal court case, Northfield Public Schools will make up the difference between the Superintendent's basic salary and the fees (but not reimbursed expenses) received by the employee. The Superintendent shall submit to the Finance Office an itemized certification of fees and expenses for judicial duty.

VI. **Insurance.**

- A. **Health and Hospitalization Insurance.** The School Board shall provide the Superintendent and his dependents with coverage through the District health and hospitalization insurance plan. For the 2016-17 contract year, the School Board will contribute the amount received by teachers in the District's Master Agreement with the Northfield Education Association for single or family health and hospitalization insurance.
- B. **Retirement Insurance Provision.** If the Superintendent retires upon attaining age fifty-five (55) or thereafter, he may elect to be covered under the group health and hospitalization and dental plans provided by the School District as provided by law. The Superintendent may continue participation in the district's group term life insurance plan according to provisions of section D at the Superintendent's own expense until the Superintendent is eligible for Medicare. The District shall contribute toward the premium for health and hospitalization and dental coverage under the same conditions as if employed but not more than 80% of the health and hospitalization insurance premium, for nine (9) years from the date of retirement. Coverage will be available to a retired Superintendent who has group medical insurance available to him/her from another employer; however, such other employer's coverage shall be considered primary.

Once a retired employee becomes eligible for Medicare the retired employee's coverage will convert to a Medicare supplement policy. Such policy (when combined with Medicare) will at a minimum be equivalent coverage to the group health and hospitalization plan offered to active employees and retired employees who are not eligible for Medicare.

In the event a retired employee and his or her dependent(s) become eligible for Medicare at different times, the individual insured will be converted to the Medicare supplement policy upon becoming eligible. At such time as there is only one other insured remaining on the family group health plan, he/she will be converted to a single policy under the group health plan until they become eligible for Medicare. If dependent children are covered under the group health plan they will be eligible to continue coverage until such time that the last parent covered on the group health plan becomes eligible for Medicare.

Once the retired employee or their dependent(s) obtain Medicare eligibility, the District shall contribute up to \$400.00 toward the monthly premium of the Medicare supplement plan for the remainder of the contribution period as defined above.

When the retiree becomes eligible for Medicare, the retiree must be in compliance with M.S. 471.611

- C. **Dental Insurance.** The employer shall provide the superintendent and his dependents with coverage through the District dental insurance plan. For the 2016-17 contract year, the School Board will contribute the amount received by teachers in the District's Master Agreement with the Northfield Education Association for single or family dental insurance.
- D. **Life Insurance.** The School Board shall provide and pay the cost of a group term life insurance plan providing \$225,000.00 as the amount of coverage for the Superintendent, payable to the Superintendent's designated beneficiary. The Superintendent may purchase additional group term life insurance in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier.

The cost of such additional coverage shall be paid fully by the Superintendent through payroll deduction.

- E. Long-Term Disability Insurance.** The Board shall pay the full premium for long-term disability insurance for the Superintendent. Benefits shall be payable after 60 consecutive days of total disability at 66 2/3% of the basic monthly earnings. Benefit payments shall continue in accordance with federal regulations.

Up to thirty (30) accumulated sick leave days may be used on a pro-rata basis while receiving disability income; however, the total income generated from using sick leave with disability benefits may not exceed the Superintendent's basic annual earnings.

The School District shall continue its contribution for health and hospitalization insurance for up to six months (180 consecutive days) after the last day worked for absence due to total disability. Thereafter, the Superintendent may continue in the district's group insurance plans at his expense while receiving long-term disability insurance benefits.

- F. Claims Against the School District.** The parties agree that the eligibility of any person for insurance benefits shall be governed by the terms of the insurance policies purchased by the School Board pursuant to this section. It is further understood that the School Board's obligation is to purchase the insurance policies and pay such amounts as agreed to herein and no claims shall be made against the School Board as a result of a denial of insurance benefits under said policies by an insurance carrier.

VII. Other Benefits.

- A. Tax Sheltered Contributions.** The Superintendent shall 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, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The School District shall contribute \$9,000.00 annually to the Superintendent's tax sheltered annuity, as allowed under Minnesota Statute and matched by the Superintendent.
- B. Automobile.** The School District shall provide the Superintendent with a monthly allowance of \$500 for business use of the Superintendent's private automobile, pursuant to Minnesota Statutes 471.665, Subd. 3.
- C. 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 Chair. The Superintendent shall periodically report to the School Board relative to meetings and conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by law.

VIII. Salary.

- A. Salary.** The Superintendent shall be paid an annual salary of \$165,500.00 for the 2016-17 contract year (July 1, 2016 - June 30, 2017). The annual salary in subsequent years will be set by the School Board based upon its evaluation of the Superintendent's performance. The Superintendent shall devote, with due diligence, full time efforts to the affairs and activities of the School District. The annual salary may be modified, but shall not be reduced, during the term of this contract.

B. Other Compensation. The School District shall continue to pay \$2,889.00 to the Superintendent as a payment in lieu of insurance contributions which was the result of a reduction in benefits through previous contract negotiations. This amount is ineligible for TRA contributions.

IX. Other Provisions.

A. Outside Activities. While the Superintendent shall devote full time and due diligence to the affairs and 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. 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 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 organizations as are required, directed or permitted, by the School Board Chair. The Superintendent shall present appropriate statements for approval as provided by law.

D. Physical Examination. The Superintendent shall have a comprehensive medical examination from time to time, but not less frequently than bi-annually, conducted by the physician of his choice. The Superintendent shall file with the Clerk a report from the doctor of clinic conducting such examination which will describe the physical condition of the Superintendent and state whether, in the opinion of the examiner, the Superintendent continues to be physically and mentally capable of fully performing the duties of his office. The Board shall pay an amount not to exceed \$250.00 of the cost of the examination, plus the cost of the written report. The Board is not precluded from requiring other medical examinations in accordance with Minnesota law. The report filed with the Clerk shall be confidential to the extent provided by law unless its use is essential in any termination proceedings.

E. Severance Plan. When the Superintendent has completed six (6) years of full time continuous service under this employment agreement, or combined with other administrative positions within the district as identified in the Principals Association Master Agreement and/or Non-Union Administrators-Director or Non-Union Administrator -Cabinet employment agreements, the Superintendent shall be eligible for payment upon separation of employment based on the following.

- a. Payment shall be equivalent to his basic daily rate of pay times a number of days determined by multiplying eight (8) days times the number of years' employment with the Northfield School District at the time of separation of employment.

- b. The maximum number of paid days shall be 130 days, and shall not exceed the number of sick leave days accumulated by the Superintendent at the time of separation of employment.
- c. If the Superintendent dies after separation from the School District, but before disbursement of the severance pay has been made, the payment will be made to the Superintendent's named beneficiary.
- d. Severance pay shall not be granted in the event of discharge by the School District pursuant to Section III, paragraph D herein.

F. 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.

G. Vandalism Reimbursement. The School District shall reimburse the Superintendent for vehicular vandalism, which occurs on school property or in the course of the Superintendent performing his required duties, in an amount up to \$500.00 in a given year toward the unreimbursed insurance deductible amount on the vehicle.

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 25th day of April, 2016.

IN WITNESS WHEREOF, I have subscribed
my signature this 25th day of April, 2016.

Matthew J. Hillmann, Superintendent

Julie Pritchard, Chair

Noel Stratmoen, Clerk