

# Watertown-Mayer Public Schools Independent School District #111

Superintendent's Contract  
For  
July 1, 2023 - June 30, 2026

Approve by the School Board on  
July 24, 2023

Watertown-Mayer Public Schools  
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## TABLE OF CONTENTS

ARTICLE I: APPLICABLE STATUTE	3
ARTICLE II: LICENSURE	3
ARTICLE III: DURATION, TERMINATION, AND MUTUAL CONSENT	3
Section 1. Duration.	3
Section 2. Subsequent Contract.	3
Section 3. Expiration.	4
Section 4. Termination During the Term	4
Section 5. Mutual Consent.	5
ARTICLE IV: DUTIES	5
ARTICLE V: DUTY YEAR AND LEAVES	5
Section 1. Basic Work Year	5
Section 2. Vacation.	5
Section 3. Holidays.	6
Section 4. Sick Leave.	6
Section 5. Emergency Leave.	6
Section 6. Bereavement Leave	6
Section 7. Disability Leave.	6
Section 8. Medical Leave	6
Section 9. Unpaid Leave	7
ARTICLE VI : INSURANCE	7
Section 1. Health, Hospitalization and/or Dental Plans	7
Section 2. Life Insurance Plan	7
Section 3. Long-Term Disability Insurance	7
Section 4. Liability Insurance.	8
Section 5. Claims Against the School District.	8
ARTICLE VII: SALARY AND OTHER BENEFITS	8
Section 1. Salary.	8
Section 2. 403(b) Match Plan.	8
Section 3. Automobile.	10
Section 4. Conferences and Meetings.	10
Section 5. Professional Dues	10
Section 6. Technology Stipend	10
ARTICLE VIII: OTHER PROVISIONS	10
Section 1. Outside Activities.	10
Section 2. Indemnification and Provision of Counsel.	10
Section 3. Evaluation	11
Section 4. Severability	11

The School Board of Independent School District No. 111, Watertown-Mayer, Minnesota (School District), enters into this Contract with Darren Schuler (Superintendent), a legally qualified and licensed Superintendent, who agrees to perform the duties of Superintendent of the School District. The School District and the Superintendent agree as follows:

#### ARTICLE I: APPLICABLE STATUTE

This Contract is entered into between the School District and the Superintendent in conformance with M.S. Section 123B.143, Subd. 1.

#### ARTICLE II: LICENSURE

The Superintendent shall furnish throughout the term 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.

#### ARTICLE III: DURATION, TERMINATION, AND MUTUAL CONSENT

##### Section 1. Duration.

This Contract is for a term of three (3) years commencing July 1, 2023, and ending June 30, 2026. It shall remain in full force and effect for said three (3) year term unless modified by mutual consent of the School Board and Superintendent or unless terminated as provided herein.

##### Section 2. Subsequent Contract.

Subd. 1. Notice by Superintendent: The notice provisions of this Contract shall obligate the School Board only if, no later than September 1<sup>st</sup> 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 the members of the School Board the notice requirements as contained in this section; provided that if the Superintendent provides this notice after September 1<sup>st</sup>, the November 1<sup>st</sup> and December 31<sup>st</sup> deadlines in Subd. 2. and Subd. 5. shall be extended by the same number of days that the Superintendent's notice is delayed beyond September 1<sup>st</sup>.

Subd. 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 November 1<sup>st</sup> immediately preceding the date of expiration of this Contract.

Subd. 3. Request for Meeting: Within ten (10) calendar days after receipt of intent not to offer a subsequent contract as provided in Subd. 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.

Subd. 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.

Subd. 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 December 31<sup>st</sup> and shall notify the Superintendent of such action in writing.

Subd. 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 the School Board members, in writing, of such extension.

### Section 3. 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's employment of the Superintendent shall cease, unless a subsequent contract is entered into in accordance with M.S. 123B.143, Subd. 1.

### Section 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 defined in M.S. 122.40, 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 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, 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.

#### Section 5. Mutual Consent

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

### ARTICLE 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 School District 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 Minnesota Department 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.

### ARTICLE V: DUTY YEAR AND LEAVES

#### Section 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.

#### Section 2. Vacation.

The Superintendent shall earn twenty eight (28) working days of annual paid vacation each Contract year up to a maximum of 60 days. Upon termination of employment the

Superintendent shall be entitled to payment for any unused vacation days accrued and earned (paid at the daily rate of pay for the final year of the contract worked), after 6 consecutive years of service within the district.

Section 3. Holidays.

The Superintendent shall be entitled to eleven (11) paid holidays each Contract year as designated by the School Board. These holidays shall be July 4, Labor Day, two days at Thanksgiving, two days at Christmas, two days at New Year's, one day at Easter, Presidents' Day, and Memorial Day. In the event that students and/or certified staff are in attendance on any of these days, an alternate day(s) will be granted by the School Board.

Section 4. Sick Leave.

The Superintendent shall earn paid sick leave at the rate of fifteen (15) days per year for each fiscal year beginning July 1, and those days may accumulate to a maximum of 120 days.

Section 5. Emergency Leave.

The Superintendent may be granted paid emergency leave during the Contract year at the discretion of the School Board.

Section 6. Bereavement Leave

The Superintendent shall be granted bereavement leave, the days to be deducted from sick leave, for a death within the Superintendent's immediate or close family. The time shall be utilized in a reasonable amount and shall be determined after conferring with the School Board Chair.

Section 7. Disability Leave.

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 66% of the Superintendent's regular salary until expiration of the waiting period for long-term disability insurance.

Section 8. Medical Leave.

Subd. 1. Health Reasons: The Superintendent and School District agree to incorporate by reference and be bound by the provisions of M.S. 122.40, Subd. 12 relating to suspension and leave of absence for health reasons.

Subd. 2. Medical Leave of Absence: 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. 122.40, Subd. 12., the Superintendent shall, upon written request, be granted a medical leave of absence up to one year in duration without pay. 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 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. 122.40, Subd. 12.

### Section 9. Unpaid Leave

If requested by the Superintendent, the School Board may authorize unpaid leave for the Superintendent. If approved, the Superintendent's salary for the year will be as follows: (Salary as listed in Article VII, Section 1) / 260 \* (260 – Number of Unpaid Days). Other benefits will not be reduced if unpaid leave is taken.

## ARTICLE VI: INSURANCE

### Section 1. Health, Hospitalization and/or Dental Plans

The School District shall provide, at School District expense, the Superintendent and the Superintendent's eligible dependents with the School District's HSA plan insurance coverage and dental insurance coverage under the School District's group health and hospitalization and dental insurance plans. If the Superintendent elects a different health insurance plan other than the HSA Plan, any additional premium will be at the Superintendent's expense through payroll deduction.

The district will contribute \$6,000 towards a VEBA or HSA annually. The district will make this payment to the Superintendent VEBA or HSA on July 1 of each contract year

### Section 2. Life Insurance Plan.

The School District shall provide, at the School District expenses, term life insurance for the Superintendent under the School District's group term life insurance plan in the amount of \$250,000 in coverage, payable to the Superintendent's named beneficiary or beneficiaries.

### Section 3. Long-Term Disability Insurance.

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

Section 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.

Section 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. 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.

ARTICLE VII: SALARY AND OTHER BENEFITS

Section 1. Salary.

The Superintendent shall be paid an annual salary of:

\$171,462 for the 2023-24 Contract year

\$175,748 for the 2024-25 Contract year

\$180,142 for the 2025-26 Contract year

\$5000 annual performance pay: The Superintendent will have the opportunity to earn up to an additional \$5000 a year for achieving annual performance goals. Performance pay should be based on the successful attainment of measurable performance goals that are mutually developed and agreed upon by the Superintendent and the School Board. The agreed-upon goals must be approved by the School Board no later than its regular meeting in August before each school year.

Section 2. 403(b) Match Plan.

The School District has implemented a matching plan to a 403(b) tax-sheltered annuity plan as allowed under Minnesota Statutes, Section 356.24. Only full-time administrators of I.S.D. No. 111 are eligible to participate.

Subd. 1: Administrator Match:

Eligible administrators may elect to participate in the 403(b) matching program

pursuant to the annuity plan requirements. Said election must be made five (5) business days prior to the 15<sup>th</sup> of September of the plan year. The School District's matching contribution shall be \$4,500 per year.

Subd. 2: Lifetime Maximum:

Maximum lifetime district contribution for an individual administrator shall not exceed \$40,000.

Subd. 3: Match Requirement:

In order to receive any district 403(b) contribution, employee must match the total district contribution.

Subd. 4: Non-Accumulative:

The School District's match responsibilities are non-accumulative. That is, an administrator who does not participate one or more years cannot reclaim the district-match dollars in subsequent years.

Subd. 5: Approved Plans:

The School District will make matching contributions to four (4) annuity plans for all participants and the State Board of Investments must approve said plan. The Exclusive Representative and the School Board shall mutually agree on the selection of the vendors.

Subd. 6: Elections:

Once an eligible administrator elects to participate in the 403(b) annuity-match program, said election is irrevocable for that school year and will continue each subsequent year unless modified by the administrator at the beginning of a new school year.

Subd. 7: Administrator on Leave:

Eligible administrators on unpaid leave may not participate in the 403(b) annuity-matching program while on leave.

Subd. 8: Applicable Laws:

The 403(b) annuity-match program of I.S.D. No. 111 is subject to the laws of the State of Minnesota (M.S. Sect. 356.24) and the Internal Revenue Code [26 U.S.C.S.S. 403(b)].

Section 3. Automobile.

In lieu of mileage reimbursement the Superintendent will be compensated \$200 per month for business use of his personal automobile pursuant to M.S. 471.665, Subd. 1.

Section 4. Conferences and Meetings.

The Superintendent may attend one national conference, seminar, institute, workshop, or convention per annum at the discretion of the School Board and be reimbursed for authorized receipted expenditures and transportation. The Superintendent may also attend state conferences, seminars, conventions, and workshops when such attendance is required, directed, or permitted by the School Board and are reimbursed for authorized receipted expenditures and transportation. The Superintendent shall periodically report to the School Board relative to meetings and conferences attended.

Section 5. Professional Dues.

The School District shall pay the annual state and national professional organization dues for the Superintendent as permitted by the School Board.

Section 6. Technology Stipend.

A \$750 annual stipend will be paid to the Superintendent for technology costs they incurred from district uses and responsibilities.

ARTICLE VIII: OTHER PROVISIONS

Section 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.

Section 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.

Section 3. Evaluation.

Each contract year, the School Board shall complete an evaluation of the Superintendent. The Board will use an evaluation procedure and evaluation instrument to be developed by the Superintendent and the School Board. The results of the evaluation shall be communicated to the Superintendent by the end of the contract year. Goals will be established and reviewed annually.

Section 4. Severability.

If any provision of this Contract is held to be invalid by operation of law, the remainder of this 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 or the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action recorded in its minutes.

IN WITNESS THEREOF, the parties have executed this Agreement as follows:

ISD NO. 111

ISD NO. 111 Superintendent

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
Darren Schuler

\_\_\_\_\_  
School Board Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date