

DISTRICT ADMINISTRATOR AGREEMENT
SCHOOL DISTRICT OF JANESVILLE

THIS AGREEMENT is made by and between the School District of Janesville (referred to in this Agreement as “the District”) and Karen Z. Schulte (referred to in this Agreement as “Schulte”).

RECITALS

- A. Schulte has previously served as the Director of Student Services for the District.
- B. Since the retirement of Thomas F. Evert as District Administrator in February of 2009, Schulte has served as Interim District Administrator.
- C. It is the mutual desire of the Board of Education of the District (“referred to in this Agreement as “the Board”) and Schulte that she shall become the District Administrator.

NOW, THEREFORE, in consideration of the above recitals and mutual covenants contained herein, the parties agree as follows:

1. Employment. The District hereby employs Schulte as the School District Administrator for the District under § 18.24 of the Wisconsin Statutes. The title of School District Administrator may be used interchangeably with the title of “Superintendent.”
2. Term. The term of this Agreement shall commence on July 1, 2009, and shall end on June 30, 2011. The District may, with the agreement of Schulte, extend the termination date of this Agreement to the full extent permitted by law. Pending commencement of the term of this Agreement, Schulte shall be compensated according to the previous agreement of the parties for her services as Interim District Administrator. Nonetheless, pending commencement of the term of this Agreement, Schulte shall have all powers granted by law and under the terms of the Agreement to act as School District Administrator, and shall be responsible for all duties provided by law and this Agreement.
3. Salary. The District shall pay Schulte a salary in the amount of \$145,000 annually over the term of this Agreement. The salary shall be paid in equal semi-monthly installments, less deductions required by law or authorized by Schulte and permitted by Board policy, provided that the first and last installments shall be prorated as necessary based on the number of work days preceding the first and last installments.
4. Professional License. Schulte shall maintain in effect the license required under Wisconsin law in order for her to hold the position of School District Administrator under § 118.24 of the Wisconsin Statutes.
5. Duties. Schulte shall be responsible for the administration of the affairs of the District under the direction of the Board. Schulte shall be the Chief Executive Officer of the District, shall direct and assign teachers and other employees of schools within the District; shall organize, reorganize, and arrange the administrative and supervisory staff of the District,

including instruction and business affairs, subject to the approval of the Board; shall select all personnel subject to the approval of the Board; shall from time to time suggest regulations, rules, and procedures deemed necessary for the well-being of the District; and in general shall perform all duties incident to the office of School District Administrator and such other duties as may be prescribed by the Board from time to time. Schulte shall further carry out all duties as assigned under Board policies and administrative regulations of the District. Schulte shall not engage in any pursuit which interferes with the proper discharge of the duties assigned to her under this Agreement.

6. Professional Growth and Leadership. Schulte shall plan and carry out a personal program of professional growth and is encouraged to attend conferences, workshops, and conventions for professional enrichment. Schulte is also encouraged to be active in professional associations, to maintain contact with other professional educators, and to utilize the services of professional organizations to benefit the District. Schulte is also encouraged to present research and best practices to the professional community.

7. Fringe Benefits. Schulte shall receive the same fringe benefits provided to other administrative employees of the District who are employed on a full year basis, except as follows:

a. Vacation. Schulte shall be entitled to 25 days of vacation for each year of the term of this contract, not counting legal holidays and other days designated as non-working days for all District employees. Vacation time shall not be cumulative and shall be scheduled at the discretion of Schulte, bearing in mind the needs of the District and the policies of the Board. Schulte may be compensated for up to 10 days of unused vacation time at the District's standard daily rate. In the event of termination of this Agreement on a date other than June 30, 2011, accumulated vacation time shall be prorated to the date of termination, and any vacation days already used in excess of the amount calculated by proration shall result in a deduction from the final pay at a rate equal to the number of excess days used, divided by the total number of work days in the year and multiplied by the salary rate set forth in Paragraph 3 above.

b. Sick Leave. Schulte has 136.5 days of accumulated sick leave as of the date of execution of this Agreement, and shall earn an additional 13.5 days of sick leave for each year of the term of this Agreement, cumulative to 260 days in accordance with Board Policy 4251.

c. Disability Insurance. The District shall pay the premium for coverage of Schulte under the District's disability income policy with Madison National Life Insurance Company or its successor insurer or its equivalent.

d. Health Insurance. The District shall pay 92% of the premium for family coverage for Schulte for dental insurance, hospital-surgical insurance, and prescription drugs, or 97% of the premium if Schulte participates in the District's Wellness program

e. Retirement Fund. The District shall pay 100% of Schulte's required deposit in the State Retirement System.

f. Life Insurance. The District shall provide life insurance to Schulte in accordance with Board Policy 4242.

g. In-District Mileage Stipend. The District shall provide a stipend for in-district mileage to Schulte in the amount of \$1,702 for each year of the term of this Agreement. This amount shall be divided into 12 equal payments for each year.

h. Dues and Professional Growth Stipend. The District shall compensate Schulte in the amount of \$600 per year for dues for professional organizations and for subscriptions to professional magazines and similar resources. The District shall further compensate Schulte for ordinary and necessary expenses incurred in attending state and national conferences up to \$1,900 per year.

i. Longevity Pay. Before the end of each year of the term of this Agreement, the Board shall deposit \$300 into Schulte's account with the Wisconsin State Retirement System as an additional contribution. In the event of termination on a date other than June 30, this payment shall be prorated accordingly.

j. Annuity. The District shall contribute \$5,000 to the purchase of one or more annuity contracts selected by Schulte for each year of the term of this Agreement. Such contribution shall be made in accordance with the District's practice and divided into 24 equal installments annually, to be deducted from the 10th and 25th paychecks and forwarded to the designated TSA company or companies, with the amounts allocated to each TSA company to be determined by Schulte.

k. Expenses. The District shall reimburse Schulte for reasonable expenses approved by the Board that are incurred by Schulte in the performance of her duties under this Agreement.

8. Medical Examination. In light of the unique nature of the professional duties of Schulte under this Agreement, at the District's expense to the extent not covered by the District's health insurance policy, Schulte shall have a complete medical examination at some time during each year of the term of this Agreement. Any report of the medical examination shall be given directly and exclusively by the examining physician to Schulte. The District shall be advised in writing by the physician of the continued physical fitness of Schulte to perform her duties, and such report shall be confidential.

9. Goals and Objectives. The parties shall meet to establish the District's goals for the term of this Agreement. Such goals and objectives shall be reduced to writing and shall be among the criteria by which Schulte is evaluated as provided in this Agreement.

10. Evaluation. The Board shall evaluate and assess in writing the performance of Schulte at least annually during the term of this Agreement. This evaluation and assessment shall be reasonably related to the duties of Schulte under this Agreement and the goals and objectives of the District as established under the preceding Paragraph. The parties recognize and agree that the District has adopted a method of evaluation centered on application of Leadership Evaluation Management principles and methods used by the Studer Group, and that the manner of evaluation of Schulte under this paragraph shall be consistent with such principles

and methods. The Board, or a designated member of the Board, shall meet and discuss the evaluation format with Schulte. The Board and Schulte shall meet in closed session to discuss the evaluation of Schulte on a periodic basis as requested by the Board.

11. Incentivized Payment for Leadership Evaluation Management. The parties intend that future employment of Schulte as School District Administrator after the first year of the term of this Agreement will incorporate an incentivized payment of up to \$10,000 tied to Leadership Evaluation Management results consistent with principles of the Studer Group. For the first year of the term of this Agreement, Schulte shall receive additional compensation in the amount of \$6,000 in lieu of any such incentivized payment, to be paid at the end of the first year of this Agreement. Before the end of the first year of the term of this Agreement, the parties intend to agree upon a formula for an incentivized payment to Schulte for the second year of this Agreement of up to \$10,000.

12. Early Retirement. In the event Schulte retires at age 55 through age 64, she shall be entitled to the early retirement benefits provided under current District Administrative Regulation 4246.1. This benefit accrues to her as an administrator hired by the District before March 1, 2006. Schulte's assumption of the role of School District Administrator shall not be deemed to result in the waiver of any benefits to which she has been entitled in her previous capacity as Director of Student Services. Further, her years of service as an administrator for the District prior to her hiring in 2004 as Director of Student Services shall be credited to her in the same manner as if those years were served immediately prior to the commencement of her time as Director of Student Services. The benefits included under Administrative Regulation 4246.1 are conditional upon execution of the consultant agreement described in that regulation and include, but are not limited to:

- a. Insurance Benefits. The District shall pay the full premium to age 65 for family coverage for dental insurance, hospital-surgical insurance, and prescription drugs.
- b. Retired Administrator Stipend. The District shall make the retirement plan contribution provided under that policy for five years after retirement.

13. Termination. Notwithstanding the term set forth in Paragraph 2 of this Agreement, this Agreement shall be deemed terminated prior to the expiration of such term under the following circumstances:

- a. In the event of Schulte's death.
- b. In the event Schulte is unable to perform her duties called for by this Agreement by reason of her physical or mental illness or incapacity for a continuous period of six months. If there is a dispute as to whether Schulte is or was physically or mentally unable to perform her duties called for under this Agreement, such dispute shall be submitted to a licensed physician agreed upon by the parties, or, if the parties are unable to agree, by a licensed physician appointed by the president of the Rock County Medical Society at the request of either party. Schulte shall submit to such examinations and provide such information as such physician may request and the determination of

such physician as to Schulte's physical or mental condition shall be binding and conclusive upon the parties. Any such examination shall be at the expense of the District.

c. In the event Schulte engages in conduct which is seriously prejudicial to the District, including, but not limited to, neglect of duties reasonably assigned to School Administrator consistent with the provisions of this Agreement, or manifestly dishonest, immoral or illegal conduct which casts substantial doubt on her character as a leader in the educational community.

14. Board Approval. This agreement has been approved by the Board at its meeting held on April 14, 2009.

Dated: _____, 2009.

SCHOOL DISTRICT OF JANESVILLE

By: _____
DuWayne Severson,
President, Board of Education

Dated: _____, 2009.

Karen Z. Schulte