

CONTRACT FOR SUPERINTENDENT

IT IS HEREBY AGREED, by and between the Racine Unified School District (“District”) and Dr. LaDarla Haws (“Superintendent” or “Dr. Haws”), that the District does hereby employ Dr. LaDarla Haws in the position of Superintendent of Schools and both parties agree that such employment shall be governed by the terms and conditions in this contract.

Contract Duration

- 1.01 Initial Term of Two Years. The District agrees to employ and does employ Dr. Haws as Superintendent of Schools of the District for a term of two (2) years. The term of employment shall commence on July 1, 2013 and continue through June 30, 2015. The contract year shall be considered as twelve months, running from July 1 to June 31.

Contract Renewal and Non-renewal

- 2.01 Renewal and non-renewal of this contract shall be governed exclusively by Section 118.24 of the Wisconsin Statutes, except notice of consideration of non-renewal shall be provided on or before January 1, 2015.

Termination of Contract

- 3.01 Expiration. This contract shall expire and the employment relationship between the Superintendent and the District shall terminate on the expiration date established by the Duration Provisions of this contract above.
- 3.02 Termination by Mutual Agreement. Upon mutual written agreement by the District and the Superintendent, this contract may be terminated. If this contract is terminated by mutual agreement, the District shall pay the Superintendent all accrued remuneration and all accrued benefits and expenses that are unpaid as of the date of the termination of the contract.
- 3.03 Termination by Resignation of the Superintendent. The Superintendent agrees to provide at least sixty (60) days written notice to the Board in the event she unilaterally resigns as Superintendent prior to the expiration of this contract. In the event that the Superintendent terminates this contract by resignation, the District shall pay the Superintendent all accrued remuneration and all accrued benefits and expenses that are unpaid as of the date of termination of this contract.
- 3.04 Termination by Board Without Cause. The District may terminate this contract without cause by giving the Superintendent written notice at least sixty (60) days in advance of the effective date of termination. In the event that the Board terminates this contract without cause the District shall pay the Superintendent one year’s salary and benefits, including tax shelter annuity, health and dental insurance, life insurance, long term disability insurance and retirement.

Responsibilities of the Superintendent of Schools

- 4.01 By July 1, 2013, the Superintendent shall obtain a valid and appropriate State of Wisconsin District Superintendent's license/certificate. The Superintendent shall maintain throughout the remainder of the life of this contract and all subsequent contracts a valid and appropriate State of Wisconsin District Superintendent's license/certificate, as may be required by the laws of the State of Wisconsin.
- 4.02 During the term of this contract, Dr. Haws shall be the Superintendent and chief education officer of the District. As Superintendent and chief education officer, Dr. Haws shall carry out the duties and operational expectations proscribed in the District's Coherent Governance policy, attached as Exhibit A. These duties and expectations include B/SR-1, B/SR-2, B/SR/4 and OE-1 through OE-13.
- 4.03 The Board expects that the Superintendent shall endeavor to maintain and improve her professional competence by available appropriate means, including subscription to and reading of appropriate periodicals, maintenance of membership in appropriate professional organizations, and attendance at a reasonable number of professional meetings and/or in educational courses or seminars. The District shall provide an annual budget to pay for the costs associated with such subscriptions, memberships and/or attendance (including costs of travel and lodging), and the Superintendent shall provide an accounting annually for that budget upon Board request. The Superintendent shall annually report to the Board regarding the nature and content of the Superintendent's professional development activities. The Superintendent shall give the Board prior notice of planned attendance at any professional meeting and/or educational course or seminar that occurs out-of-state.
- 4.04 The Board also desires and expects that the Superintendent to be engaged actively in the community. As a result, the District shall pay the cost of membership and related fees for the Superintendent to participate in civic, business and service organizations in community organizations where there is a benefit to the District of such memberships and/or participation.
- 4.05 The Superintendent agrees to devote full time to the duties and responsibilities normally expected of the Superintendent position during the term of this contract. The Superintendent shall not engage in any pursuit, or accept any other employment, which interferes or conflicts with the proper discharge of the Superintendent's duties and responsibilities. Although the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional engagements, with or without honorarium, that do not interfere with the proper discharge of the Superintendent's duties and responsibilities, the Board reserves the right, in its discretion, to determine whether such outside pursuits or other employment materially interfere or conflict with the Superintendent's duties and responsibilities.

- 4.06 The Board shall not assign the Superintendent to any other position in the District without her express consent.

Board/Superintendent Relations

- 5.01 The Board/Superintendent relations shall be governed by B/SR-1 through B/SR-4 of the District's Coherent Governance policy, attached as Exhibit 1. The Board and the Superintendent shall meet annually to discuss and develop or review specific procedures for communications between the Board and the Superintendent. In addition, no later than August 1, 2013, the Board and the Superintendent shall meet to discuss and review the Annual Work Plan required by GC-6 of the District Coherent Governance policy to determine whether monitoring dates for the Annual Work plan should be modified and to discuss and clarify expectations with regarding to the District's Coherent Governance policy.

Salary Compensation

- 6.01 Contract Year. Each July 1 to June 30 constitutes a contract year.
- 6.02 Annual Salary. For the period July 1, 2013 through June 30, 2014, the Superintendent shall be paid a total annual salary of \$200,000. Such salary shall be paid in periodic installments in accordance with the method by which the other administrative personnel of the District are paid, less deductions required by federal or state law and less other authorized deductions.
- 6.03 Annual Salary after Initial Year of Contract. The Board shall determine the Superintendent's salary for each July 1 to June 30 contract year that follows June 30, 2014. However, in no circumstances shall the full-time annual salary for any July 1 to June 30 contract year be less than the full-time annual salary paid to the Superintendent in the immediately preceding contact year. Further, in each of the contract years following June 30, 2014, the Superintendent shall receive a two and one-half (2.5) percent annual salary increase over the prior year's total annual salary.

Tax Sheltered Annuity

- 7.01 For the period commencing July 1, 2013 and ending June 30, 2014, the District shall deposit for the benefit of Dr. Haws the sum of \$10,000.00 into a tax sheltered annuity account of the Superintendent's choice. The District shall pay for such annuity in equal monthly installments. The District shall deposit for the benefit of the Superintendent the sum of \$10,000 in like manner for the period commencing on July 1, 2014 and ending June 30, 2015.

Insurance Coverage and Other Benefits

- 8.01 For each year of this contract, the Superintendent shall be provided all health, dental and other benefits and compensation provided to District employees pursuant to District Policy 4149. In addition, the Superintendent shall be provided:
- a. Twenty four (24) sick leave days each year, which if unused are subject to accumulation of 180 days. The Superintendent may take "family illness leave" charged against sick leave. The Superintendent shall not be paid for unused accumulated sick leave; and
 - b. Thirty (30) vacation days each contract year. Up to ten (10) unused vacation days may be carried over to the following contract year. The Superintendent may be paid for up to five unused vacation days each contract year at her then daily rate of pay. At the termination of this contract, the Superintendent shall be paid for unused vacation leave at her then daily rate of pay pursuant to District Policy 4149.

Moving and Related Expenses

- 9.01 The District agrees to reimburse the Superintendent for such reasonable and necessary moving expenses incurred in relocating to Racine Wisconsin. Moving expenses shall be pre-approved by the Board President.
- 9.02 The District agrees to pay the Superintendent reasonable and necessary temporary living expenses for three months.

Transportation Allowance

- 10.01 The District shall provide the Superintendent with a \$600.00 per month transportation allowance intended to cover travel and transportation expenses associated with work-related travel within the District, including (but not limited to) such expenses associated with the use of a personal automobile for such travel and transportation.

Technology

- 11.01 The District shall provide the Superintendent with the technology necessary for the Superintendent to carry out her duties pursuant to this contract.

Business Expenses

- 12.01 It is anticipated and agreed that the Superintendent will from time to time incur certain necessary expenses while conducting the official business of the District. The District agrees to reimburse the Superintendent for such necessary expenses incurred on behalf of the District, subject to the approval of such expenses by the Board President.

12.02 If the Superintendent uses her personal automobile for business travel outside of District, the District will reimburse the Superintendent at the IRS standard reimbursement rate for business travel then in effect.

Evaluation

13.01 By December 1, 2014 and by December 1 of each subsequent year of this contract, the Board will provide the Superintendent with an evaluation of the Superintendent's performance. The Board shall follow B/SR-5-E in the District's Coherent Governance policy, attached as Exhibit 1.

- a. Unless otherwise required by law, the Board shall conduct the annual evaluations in closed session.
- b. Prior to the Board's evaluation of the Superintendent, the Superintendent may provide the Board with a self-appraisal of her performance for the contract year. The Board may take this self-appraisal into account in conducting the evaluation of the Superintendent's performance.
- c. The Board and the Superintendent shall agree on the forms and report formats consistent with B/SR-5-E to be used by the Board in conducting the evaluation of the Superintendent's performance.
- d. While individual opinions may be expressed during the evaluation process, the final completed evaluation form shall include only narrative statements or opinions endorsed by a majority of the Board as described in B/SR-5-E.
- e. Members of the Board shall make reasonable efforts to bring specific issues and concerns to the Superintendent as soon as possible rather than initiating discussion of such specific issues and concerns during the evaluation process.

Indemnification

14.01 Pursuant to Wisconsin Statute Section 895.46, the District agrees that it shall defend, hold harmless, and indemnify the Superintendent, to the fullest extent allowed by law

Other Provisions

15.01 This contract contains all the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written. This contract may be modified or amended only through a subsequent written instrument that has been approved by a majority of the full membership of the Board.

- 15.02 In case of a direct conflict between any rules, regulations or policies of the Board and any specific provisions of this contract, the contract shall control.
- 15.03 If any article or part of this contract is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any part should be restrained by any tribunal, the remainder of the contract shall not be effected thereby.
- 15.04 In the event of any disagreement or controversy between the parties concerning this contract, Wisconsin law shall be controlling.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the latest date reflected in the signature section below.

Dr. LaDarla Haws

Date

FOR THE SCHOOL BOARD OF THE RACINE UNIFIED SCHOOL DISTRICT:

By: _____

School Board President

Date

By: _____

School Board Clerk

Date