

INDEPENDENT SCHOOL DISTRICT NO. 110

SUPERINTENDENT'S CONTRACT

July 1, 2017

Through

June 30, 2020

The School Board of Independent School District No. 110, Waconia, Minnesota ("School District") enters into this Superintendent Contract ("Contract") with Mr. Patrick Devine ("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:

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:

A. Duration

This Contract is for a specific term commencing July 1, 2017, and ending June 30, 2020. The Contract 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. Prior to and no later than September 1, 2019, the Superintendent shall provide written notice to each member of the School Board regarding the end date of this Contract and the notice requirements set forth in this section of the Contract. If the Superintendent provides this notice after September 1, 2019, the November 1 and December 31 deadlines in Subparagraphs 2 and 5

below shall be extended by the same number of days that the Superintendent's notice is delayed beyond September 1.

2. Notice by School Board. In the event the School Board is considering not offering the Superintendent a subsequent contract, the School Board shall give preliminary written notice of such intent no later than November 1, 2019.
3. Request for Meeting. Within ten (10) calendar days after receipt of such notice from the School Board, the Superintendent may request, in writing, a meeting with the School Board to discuss its intentions 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 of the 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, 2019 and shall notify the Superintendent of such action in writing.

The timeline provided in this Paragraph B. 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. The timelines set forth above 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 Section III, A. as set forth above. 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 Minn. Stat. § 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 Minn. Stat. § 122A.40, subds. 9 or 13. Except for purposes of describing grounds for discharge, the

provisions of Minn. Stat. § 122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the Contract term for cause as described Minn. Stat. § 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 to the School Board 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.

E. Mutual Consent

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

IV. Duties:

- A. 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 District; 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. The School Board, individually and collectively, shall refer to the Superintendent for his study and recommendation those criticisms, complaints, and suggestions called to the attention of the School Board which the School Board would expect the Superintendent to address.

V. Duty Year and Leaves:

A. Basic Duty Year

The Superintendent's duty year shall be for the entire twelve (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.

B. Vacation

The Superintendent may take up to thirty (30) days of vacation during each year of this Contract. The Superintendent shall be paid per diem salary for up to fifteen (15) days of unused vacation for each year of this Contract, such payment to coincide with normal payroll procedures of the School District.

C. Holidays

The Superintendent shall be entitled to eleven (11) paid holidays each contract year as designated by the School Board. Those holidays are: New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Day Before Christmas, Christmas Day, and Day Before New Year's Day. When a holiday occurs on a Saturday, the preceding Friday will be observed. When a holiday occurs on a Sunday, the following Monday will be observed. When a holiday occurs on a day when school is in session, an alternate holiday will be designated by the School District.

D. Sick Leave

The Superintendent shall earn twenty (20) days of paid sick leave per year, which may be accumulated to a maximum of one-hundred-twenty (120) days.

E. Emergency Leave

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

F. Jury Duty

At such time that the Superintendent may be serving on jury duty, he will receive his regular pay from the School District, exclusive of expenses, and less per diem received.

G. Bereavement Leave

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

H. 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 sixty-six and two-thirds percent (66-2/3%) of the Superintendent's regular salary until the expiration of the waiting period for long-term disability insurance.

I. Medical Leave

The Superintendent and School District agree to incorporate by reference and be bound by the provisions of Minn. Stat. § 122A.40, subd. 12 relating to suspension and leave of absence for health reasons.

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 Minn. Stat. § 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 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 Minn. Stat. § 122A.40, subd. 12.

VI. Insurance

A. Medical and Dental Insurance

The School District shall provide, at School District expense, medical and dental insurance for the Superintendent and the Superintendent's dependents, under the School District's group plan.

In the event this Contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The amount of any reduction in the School District's contribution toward the Superintendent's healthcare benefits as a result of addressing the "highly compensated employee" component of the Affordable Care Act will be placed into another School District provided benefit(s) (i.e., a retirement HRA, salary, etc.) as agreed upon between the parties.

B. Life Insurance

The School District shall provide, at School District expense, term life insurance for the Superintendent under the School District's group life insurance plan in the amount of \$250,000.00, payable to the Superintendent's named beneficiary.

C. Long Term Disability Insurance

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

D. 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.

E. 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.

F. Post-Employment Health Reimbursement Arrangement (HRA)

The School District shall annually contribute \$5,000 to a Post-Employment Health Reimbursement Arrangement (HRA) for the Superintendent to use upon termination of employment to reimburse for health insurance premiums. The School District's contributions to an HRA shall be made on an annual basis beginning with the 2017-2018 contract year.

VII. Other Benefits:

A. Tax Sheltered Annuities

The Superintendent shall be eligible to participate in tax sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code, Minn. Stat. § 123B.02, subd. 15, and School District policy, and as otherwise provided by law. During the term of this Contract, the School District shall contribute up to \$5,000.00 annually towards the School District's 403(b) Plan when the contribution is matched by the Superintendent.

B. Mileage Reimbursement

Pursuant to Minn. Stat. § 471.665, subd. 1, the School District shall compensate the Superintendent for business use of the Superintendent's personal motor vehicle at the mileage rate established by School Board policy.

C. Conferences and Meetings

The School District shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meeting with other educational agencies when attendance thereof 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.

VIII. Compensation:

A. Salary

The Superintendent shall be paid an annual salary \$164,985 effective July 1, 2017 for the 2017-2018 school year. The Superintendent shall be paid an annual salary of \$169,934, effective July 1, 2018 for the 2018-2019 school year. The Superintendent shall be paid an annual salary of \$175,033, effective July 1, 2019 for the 2019-2020 school year. The annual salary may be modified, but shall not be reduced during the term of this Contract. The annual salary shall be paid in twenty-four (24) equal installments during the Contract year.

B. Advanced Degrees

The Superintendent shall receive an increase to his base salary, prorated for a partial year, of twenty-five thousand dollars (\$25,000.00) if he earns a doctorate level degree (Ph.D., Ed.D., J.D.). The base salary in Paragraph A. reflects credit for fifty (50) percent of such amount based on the Superintendent's progress towards a doctorate level degree. The remaining fifty (50) percent shall be added to the Superintendent's base salary upon the submission of an official transcript documenting the award of a School Board approved doctorate level degree.

IX. Other Provisions:

A. 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 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 such 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 under Minnesota law.

C. Dues

The Superintendent is encouraged to belong to and participate in appropriate professional, educational and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the 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.

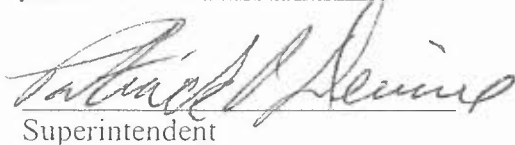
X. Severability

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 the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action.

IN WITNESS WHEREOF, I have
executed this Contract and
subscribed my signature this

10 day of October, 2016

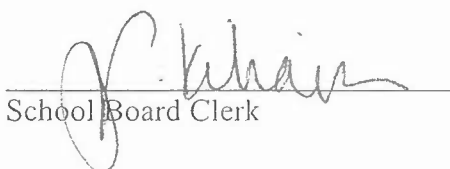

Superintendent

IN WITNESS WHEREOF, I have
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School Board Chair


School Board Vice Chair


School Board Clerk