

Achieving success, one student at a time!

# EMPLOYMENT CONTRACT DIRECTOR OF TEACHING AND LEARNING

The School District of Independent School District No. 283, St. Louis Park, Minnesota (hereinafter referred to as the "School District") enters into this contract with **Patrick Duffy** (hereinafter referred to as the "Director"), who agrees to perform the duties of **DIRECTOR OF TEACHING AND LEARNING** in the School District. The School District and the Director agree as follows:

# 1. Duration, Expiration and Mutual Consent

# A. **Duration**

This contract is for the term of **July 1, 2024 through June 30, 2025**, unless modified or terminated earlier according to the provisions of this contract. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Director, or unless terminated as provided herein.

#### B. Expiration

This contract shall expire at the conclusion of the term specified in Section 1.A hereof. Unless the Director is notified in writing by March 1 prior to the expiration of the contract duration that the district does not intend to renew this contract, the current contract will remain in full force and effect, until a subsequent contract is entered into by the parties. The Director's contract shall continue on a month-to-month basis until the School District either enters into a subsequent contract with the Director or until the School District provides 120 calendar days of written notice of the termination of the Director's employment.

#### C. Termination During the Term

The Director's employment may be terminated during the term of this contract for just cause. If the School Board terminates the Director during the contract term for cause, it shall notify the Director in writing of the proposed grounds for termination. The Director shall be entitled to request a hearing before an arbitrator provided the Director makes a request in writing within fifteen (15) calendar days after the receipt of 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 Director may be suspended with pay pending final determination by the arbitrator. If the Director fails to request a hearing as provided herein within such fifteen (15) day calendar period, it shall be deemed acquiescence by the Director to the School Board's action and the Director shall have no further claim or recourse.

#### D. Mutual Consent

This contract may be terminated or modified at any time by the parties by written mutual consent.

# 2. Duties

The Director shall serve as a **DIRECTOR OF TEACHING AND LEARNING** of the School District and shall serve under the direction of the Assistant Superintendent and Superintendent. The Director shall perform all duties assigned to the position of **DIRECTOR OF TEACHING AND LEARNING** and such other duties as may be prescribed by the Assistant Superintendent and/or Superintendent from

time to time. The Director shall abide by the policies, regulations, rules and procedures established by the School Board and the Commissioner of the Department of Education and shall abide by all Minnesota laws relating to the operation of the School District. The Director shall attend School Board and other meetings as directed by the Assistant Superintendent and shall provide recommendations to the Assistant Superintendent regarding the assigned operations and programs for the District.

#### 3. Terms and Conditions of Employment

The Director shall receive the salary, benefits and other terms and conditions of employment as specified in the Administrator Group Compensation and Benefits Plan approved by the Board and amended from time to time. The Director will be given the most current copy of the Plan at the beginning of this contract and receive an assignment letter with updated rates of pay for additional years during the duration of this individual contract.

# 4. Salary Placement

The Director shall be paid within the Director Group Salary Range <u>23</u> on Step <u>11</u> for the <u>2024-26</u> school year. This annual salary will be prorated for partial years of work for people who start after July 1 of any year or leave prior to June 30 and do not complete a full year of service.

The salary shall be paid pursuant to the approved 2024-26 Administrators Group Compensation and Benefits Plan, School District policy, and procedures.

#### 5. 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 upon approval of the School Board and signatures of the Director and of the Officials of the School Board.

IN WITNESS WHEREOF, I have subscribed my signature this		IN WITNESS WHEREOF, I have subscribed my signature this <u>11th</u>	
Patrick Duffy, Di	rector	Chair	
		Clerk	
		Superintendent	