

SUPERINTENDENT'S EMPLOYMENT CONTRACT

Pursuant to Minnesota Statutes section 123B.143 (2015), the School Board of Independent School District No. 477, Princeton ("District" or "School Board") enters into this employment contract ("Contract") with Patrick Devine ("Superintendent"). In consideration of the mutual promises contained in this Contract and for other valuable consideration, the sufficiency of which is acknowledged, the District and the Superintendent agree as follows:

ARTICLE I DURATION AND TERMINATION

Section 1: Duration. This Contract is for a term of three (3) years beginning on July 1, 2025 and ending on June 30, 2028. This Contract will remain in full force and effect unless it is modified by mutual written consent of the School Board and the Superintendent, or unless the Board discharges the Superintendent in accordance with this Contract.

Section 2: Expiration. This Contract will automatically expire on June 30, 2028. When this Contract expires neither party will have any further claim against the other and the District's employment of the Superintendent will automatically end, unless the District and the Superintendent enter into a subsequent employment contract in accordance with Minnesota Statutes section 123B.143. At the Superintendent's written request, the School Board will evaluate the Superintendent's performance between six to nine months before the expiration of this Contract.

Section 3: Termination During the Term. During the term of this Contract, the District may immediately discharge the Superintendent and thereby terminate this Contract based on any of the grounds stated in Minnesota Statutes section 122A.40, subdivisions 9 or 13. If the School Board votes to discharge the Superintendent from employment during the term of this Contract, the Board must give the Superintendent written notice of the grounds for discharge. The Superintendent is entitled to a hearing before an arbitrator to challenge whether the asserted grounds for discharge exist. To exercise this right, the Superintendent or the Superintendent's representative must mail or hand-deliver a written request for arbitration to the School Board Chair within ten (10) calendar days after receiving written notice of the grounds for discharge. If the Superintendent or a representative makes a timely request for a hearing, the parties may attempt to mutually agree on an arbitrator. If the parties cannot mutually agree on an arbitrator within five calendar days, the District will petition the Minnesota Bureau of Mediation Services ("BMS") for a list of five arbitrators. Within ten calendar days after receiving the list, the parties (or their representatives) will select an arbitrator from the list by using an alternating striking process. The arbitrator must conduct a hearing and issue a written decision within sixty (60) calendar days after being selected by the parties, unless the parties agree to extend the timeline. The arbitrator's decision will be final and binding upon the parties, subject to judicial review of arbitration decisions as provided by law. If the Superintendent or the Superintendent's representative fails to mail or hand-deliver a written request for arbitration to the School Board Chair within ten calendar days, the Superintendent will be deemed to have acquiesced to the discharge, and the Superintendent will have no further right to challenge the discharge or to bring a claim against the District.

Section 4: Mutual Consent. This Contract may be terminated at any time by the mutual consent of the School Board and the Superintendent.

Section 5: Superintendent's Option. The Superintendent may terminate this Contract at any time by providing written notice to the School Board one hundred fifty (150) calendar days in advance of the date of termination. If the Superintendent terminates this Contract with less than one hundred fifty calendar days notice, the Superintendent must pay the District liquidated damages in the amount of seven thousand five hundred dollars (\$7,500).

Section 6: Limited Application of Minnesota Statutes Section 122A.40. Except as explicitly stated in this Contract, the provisions of Minnesota Statutes section 122A.40 do not apply to the District's employment of the Superintendent or to this Contract. The Superintendent does not have any continuing contract rights under Minnesota Statutes section 122A.40. By operation of law, Minnesota Statutes section 122A.40, subdivisions 3 and 19 apply to the Superintendent's employment with the District. In addition, the parties mutually agree that Minnesota Statutes section 122A.40, subdivision 12, relating to suspension and leave of absence for health reasons, will apply to the Superintendent's employment with the District.

ARTICLE II RESPONSIBILITIES

Section 1: Licensure. Throughout the term of this Contract, the Superintendent must hold a valid and appropriate license to work as a superintendent in the State of Minnesota. The Superintendent must provide a copy of his superintendent's license to the District's Director of Human Resources before July 1 of each year this Contract is in effect.

Section 2: Compliance with Laws and Policies. The Superintendent must comply with all applicable federal and state laws. The Superintendent must comply with all rules, regulations, and policies of the School Board and the State of Minnesota, including those rules, regulations, and policies that currently exist and any that are established or amended during the term of this Contract.

Section 3: Assigned Duties. The Superintendent must faithfully perform all services that the School Board prescribes or assigns to the Superintendent, regardless of whether those services are specifically described in this Contract or in a general job description. At any time during the term of this Contract, the School Board may place the Superintendent on paid administrative leave. Regular and prompt attendance is an essential function of the Superintendent's job.

Section 4: Basic Duties. The Superintendent will have charge of the administration of the schools under the direction of the School Board. Toward that end, the Superintendent will perform the following functions: serve as the chief executive officer of the School District; direct and assign teachers and other District employees under the Superintendent's supervision; organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District, but subject to the approval of the School Board; select all personnel subject to the approval of the School Board; recommend policies, regulations, rules and procedures that are necessary for the District; visit and supervise the schools in the District; report and make recommendations about the condition of the schools in the District when advisable or at the Board's request; to the extent required by law, annually evaluate each school principal assigned responsibility for supervising a school building in the District; superintend school grading practices

and examinations for promotions; make reports that are required by the Commissioner of the Minnesota Department of Education; and perform all duties incident to the office of the Superintendent. The Superintendent will serve as an ex-officio member of the School Board and all School Board committees, and will provide administrative recommendations on each item of business considered by each of these groups.

ARTICLE III COMPENSATION

Section 1: Basic Salary. The District will pay the Superintendent a gross annual salary of one hundred ninety-five thousand and zero cents (\$195,000.00) for the 2025-2026 school year; one hundred ninety-eight thousand, nine hundred dollars and zero cents (\$198,900.00) for the 2026-2027 school year; and two hundred two thousand, eight hundred and seventy-eight dollars and zero cents (\$202,878.00) for the 2027-2028 school year. During each school year covered by this Contract, the District will pay the Superintendent his gross annual salary in equal installments, less applicable withholdings and deductions, based on the District's regular payroll schedule for administrators in the District. The Superintendent authorizes the District to make ordinary payroll deductions, including payment of the Superintendent's TRA contribution. In the event of a payroll error that results in an overpayment, the District may correct the error by withholding monies from the Superintendent's future paycheck(s) until the amount of the overpayment is captured. The District's obligation to make any payments under that Agreement will cease immediately in the event that the Superintendent resigns or his employment is terminated for any reason.

Section 2: TSA Matching Payments. The Superintendent may determine the amount of the salary identified in Section 1, above, that he would like to receive as salary and the amount that he would like to have the District place in a tax sheltered annuity ("TSA") through the District approved 403(b) vendors. The Superintendent must complete a salary reduction authorization no later than June 1 of each year. To the extent permitted by law, the District will match the Superintendent's contributions to a qualifying TSA on a dollar-for-dollar basis, up to a maximum of nine thousand, seven hundred and fifty dollars and no cents (\$9,750.00) during each school year covered by this contract. Once the District has made a matching payment to the TSA, the matching payment will become the property of the Superintendent. However, if the Superintendent terminates this Contract pursuant to Article I, Section 5, the District will not be required to provide any additional matching payments after receiving written notice of the Superintendent's intent to terminate. Similarly, if the District decides to discharge the Superintendent, the District will not be required to make any additional matching payments after voting to discharge the Superintendent.

Section 3: Responsibility for TSA Compliance. The Superintendent and the annuity companies involved are solely responsible for ensuring that the TSA complies with Section 403(b) of the Internal Revenue Code, as amended, and Minnesota law. The Superintendent hereby waives any right that he might otherwise have to bring a claim against the District for any issue related to whether the TSA complies with Section 403(b) of the Internal Revenue Code, as amended, and Minnesota law. The Superintendent also waives any right that he might otherwise have to demand direct payment to him of the amount that he identifies for contribution to the TSA. The District's only obligation under Article III, Sections 2 and 3, is to make the specified contributions to the TSA.

Section 4: PTO HRA (Health Reimbursement Account). At the Superintendent's request, the Superintendent may be reimbursed for up to 10 days of PTO, at his daily rate of pay, to be placed into the Minnesota State Retirement System or a Health Reimbursement Account at the end of each fiscal year. (June 30)

ARTICLE IV BASIC WORK YEAR

Section 1: Basic Work Year. The position of superintendent has exempt status under the Fair Labor Standards Act. The Superintendent's duty year is twelve months in length and runs from July 1 through June 30 of each school year covered by this Contract. The Superintendent's duty year consists of 260 duty days, less paid time off and paid holidays. The Superintendent must perform services on those legal holidays on which the School Board is authorized to conduct school, if the School Board so determines. The Superintendent must be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Section 2: Paid Time Off. The Superintendent will accrue three days of paid time off ("PTO") on the 1st of the month that he performs services during the term of this Contract. The Superintendent may accumulate up to 108 days of PTO during the term of this Contract. The Superintendent must complete the appropriate documentation for each day of PTO he uses and must obtain prior approval from the School Board Chair before taking more than ten (10) consecutive days of PTO, unless the PTO is being utilized for a leave taken pursuant to the Family Medical Leave Act ("FMLA").

Section 3: Paid Holidays. The Superintendent is entitled to twelve (12) paid holidays each Contract year. Unless otherwise designated by the School Board, the paid holidays will be:

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Thanksgiving Day	President's Day (only if no school)
Day after Thanksgiving	Good Friday
Christmas Eve Day	Juneteenth
Christmas Day	Memorial Day

ARTICLE V INSURANCE

Section 1: Health and Hospitalization. The District will select and offer at least one group health and hospitalization insurance plan to the Superintendent. The District will pay the full amount of the monthly premium regardless of whether the Superintendent elects single or family coverage. If the Superintendent elects single or family coverage within a HSA (Health Savings Account), the District will contribute the maximum contribution amount allowed by the IRS for each calendar year into his HSA account. In the event that this provision or any other provision of this Contract causes penalties, fees, or fines to be assessed against the District, the parties agree to reopen negotiations for the purpose of reaching agreement on a revised Contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the District. The amount of any

reduction in the 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 District provided benefit (such as a HRA or salary), as agreed upon between the parties.

Section 2: Dental. The District will select and offer at least one dental plan. The District will pay the full amount of the monthly premium for dental insurance regardless of whether the Superintendent elects single or family coverage.

Section 3: Life Insurance. The District will select and offer a group term life insurance policy with a maximum death benefit of three hundred and fifty thousand dollars and zero cents (\$350,000). This paragraph will not apply unless the Superintendent qualifies for and enrolls in the plan that is offered by the District. During the term of this Agreement, the District will pay the full amount of the monthly premium for the policy offered by the District. The life insurance policy will be payable to the Superintendent's named beneficiary.

Section 4: Long Term Disability Insurance. The District will pay the full amount of the monthly premium for a long-term disability ("LTD") insurance plan selected by the District for the Superintendent. The plan will provide a benefit of two-thirds (2/3) of the Superintendent's gross monthly salary up to a maximum benefit of ten thousand dollars and zero cents (\$10,000.00) per month with a waiting period of not more than ninety (90) calendar days. The District will select the LTD insurance carrier and the plan.

Section 5: Claims Against the District. The District is not promising or guaranteeing that any particular claim will be paid or covered by insurance. The District's only obligation is to select an insurance plan and make the premium contributions that are stated in this Contract. The eligibility and coverage of the Superintendent and any dependents will be governed entirely by the terms of the applicable insurance policy. No claim may be made against the District as a result of the denial of a claim or the denial of any insurance benefits if the District has purchased the policies and paid the premiums described in this Article. Subject to any applicable requirements of federal or state law, the District's obligation to make any contribution toward the cost of any insurance premium described in this Article will cease immediately upon the expiration of this Contract or in the event that the Superintendent's employment ends for any reason.

ARTICLE VI

PROFESSIONAL GROWTH AND REIMBURSEMENT

Section 1: Professional Growth Conferences and Meetings. The School Board recognizes the importance of having the Superintendent attend and participate in conferences and meetings for professional growth. Accordingly, the Superintendent is encouraged and expected to attend appropriate professional meetings at the local, state, and national level. The District will pay, or reimburse the Superintendent for, all valid, reasonable, and necessary expenses associated with the Superintendent's travel to and attendance at such conferences and meetings whenever his attendance is required or permitted by the School Board or the School Board Chair. The Superintendent must periodically report to the School Board about the meetings and conferences he has attended. To receive reimbursement for expenses, the Superintendent must file itemized

expense statements in compliance with School Board policy and law. Notwithstanding any other provision in this Contract, the Board in its sole discretion may limit the number and type of conferences and meetings the Superintendent may attend at District expense.

Section 2: Dues. The District will pay the Superintendent's professional dues to the American Association of School Administrators, the Minnesota Association of School Administrators, and one additional organization of the Superintendent's choice. The District will also pay the dues for the Superintendent to be a member of civic organizations and service organizations that are mutually agreed upon by the Superintendent and the School Board Chair.

Section 3: Business Expenses. The District will reimburse the Superintendent for reasonable and necessary expenses that he incurs in the course of conducting District business. To obtain reimbursement, the Superintendent must file itemized expense statements in compliance with School Board policy and law. The School Board retains the ultimate discretion to approve or deny any expense that was not approved in advance. Accordingly, the Superintendent is encouraged to seek approval for significant expenses in advance of incurring the expense.

Section 4: Automobile Mileage Reimbursement. The School Board recognizes that the Superintendent must occasionally travel for District business. Pursuant to Minnesota Statutes section 471.665, subdivision 1, the District will reimburse the Superintendent at the applicable IRS rate per mile for travel undertaken for District business in his personal vehicle. This paragraph does not apply to miles driven to and from work. To obtain reimbursement, the Superintendent must file itemized expense statements in compliance with School Board policy and law.

ARTICLE VII MISCELLANEOUS

Section 1: Outside Activities. Although the Superintendent must devote full time and due diligence to the affairs and the activities of the District, he may also serve as a consultant to other Districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities, if the School Board Chair determines that such activities do not impede the Superintendent's ability to perform his duties as the District's superintendent. The Superintendent may 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 his employment and he is acting within the scope of employment or official duties, the District will defend and indemnify the Superintendent to the extent required by law. Indemnification, as provided in this Section, will not apply in the case of malfeasance in office or willful or wanton neglect of duty. In addition, the District's obligation to defend and indemnify the Superintendent is subject to the limitations stated in Minnesota Statutes Chapter 466 and the case law interpreting that statute.

Section 3: Jury Duty. If the Superintendent serves on jury duty during the term of this Contract, he will receive full pay from the District, without deduction from accumulated vacation or sick leave.

Section 4: Mandatory Disclosure. Before entering into this Contract, the Superintendent must disclose, in writing, the existence and terms of any buyout agreement, including amounts and the purpose for the payments, relating to his contract with another school board. For purposes of this Contract, a “buyout agreement” is any agreement under which the Superintendent was employed as a superintendent; left before the term of the contract was over; and received a sum of money, something else of value, or the right to something of value for some purpose other than performing the services of a superintendent. The failure to make such a disclosure will render this Contract void as a matter of law.

Section 5: Severability. If a court of law determines that any provision of this Contract is invalid or unenforceable by operation of law, the remainder of the Contract will remain in full force and effect.

Section 6: Entire Agreement. This Contract constitutes the entire agreement between the parties relating to the District’s employment of the Superintendent. Neither party has relied upon any statements or promises that are not set forth in this document. This Contract supersedes any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or District policy. The Superintendent understands and agrees that any handbooks, manuals, or policies adopted by the District do not create an express or implied contract between the District and the Superintendent. No waiver or modification of any provision of this Contract will be valid unless it is in writing and signed by both parties. A copy of this Contract will have the same legal effect as the original.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Contract on the dates shown below. This Contract will not become effective unless and until the District approves it during a School Board meeting and signed by both parties.

I have subscribed my signature
this ____ day of _____, 2025.

Superintendent

I have subscribed my signature
this ____ day of _____, 2025.

School Board Chair

I have subscribed my signature
this ____ day of _____, 2025.

School Board Clerk

Addendum to Employment Agreement

THE FOLLOWING PROVISIONS SHALL APPLY:

No TRA Employer Contributions. Patrick Devine, Superintendent, has notified the District that he has met the Rule of 90, that he has retired for all purposes related his receipt of benefits from the Teachers Retirement Association (“TRA”), and that neither he nor the District is obligated to pay TRA a percentage of the wages he earns from the District while this Agreement is in effect. Accordingly, while this Agreement is in effect, the District will not make an employer contribution to TRA on behalf of the Superintendent, and the District will not withhold or otherwise deduct the ordinary employee contribution from the Superintendent’s salary.

No Representations Regarding TRA or Other Retirement Benefits. The Superintendent is solely responsible for determining the impact, if any, that this Agreement will have on his TRA benefits. The Superintendent is specifically advised to seek the advice of his own legal counsel regarding this Agreement. The parties understand and agree that any issues regarding allowable service credit toward annuities and other benefits, or any other issues relating to any benefits that the Superintendent may expect to receive from TRA, are strictly between the Superintendent and TRA. Although this Addendum to his Employment Agreement is intended to allow the Superintendent to return to work after retiring, the School Board and its legal counsel make no representations, promises, or guarantees regarding the application of TRA laws or the impact of this Agreement on the Superintendent eligibility for TRA benefits, the amount of retirement or other benefits that the Superintendent may receive from TRA, or any rights the Superintendent might have. The parties agree that the District is not responsible, and may not be held liable to the Superintendent or any other person, for any issues related to the Superintendent’s TRA benefits. The Superintendent hereby releases, indemnifies, and holds the District harmless as to any disputes, claims, or any other matters arising out of or relating to TRA benefits or payments.

Post-Employment Health Reimbursement Arrangement. The District will annually contribute at the end of each fiscal year (June 30) an amount equal to the annual employer contribution that the District would have paid to TRA if the Superintendent had not retired under TRA. This annual contribution will be made towards a premium-only Retiree Health Reimbursement Arrangement (HRA) for the Superintendent to use upon termination of employment, as permitted by law. The District will not make this additional contribution to the Superintendent’s HRA if TRA, a governmental agency, or a court directs, orders, or otherwise requires the District to make employer contributions for the Superintendent to TRA. All District contributions to the Superintendent’s HRA will be made on an annual basis at the end of the school year, unless the Superintendent or the District terminate this Agreement before the end of the school year, in which case no contribution will be made. The Superintendent assumes and accepts all responsibility for ensuring that all contributions made to his HRA do not exceed any annual contribution limits.

Cost Neutral. The HRA contribution for the Superintendent is intended to be cost neutral to the District when compared to the costs the District would have incurred if the Superintendent had not retired for TRA purposes. Accordingly, if TRA, a governmental agency, or a court directs, orders, or otherwise requires the District to make employer contributions for the Superintendent to TRA for any school year, and the District has already contributed the amount of the employer TRA

contribution to the Superintendent's HRA, the Superintendent will immediately repay the District the amount of the employer TRA contribution. The purpose of this paragraph is to ensure that the District is held harmless in the event that TRA requires the District to make employer contributions on the Superintendent's behalf. This paragraph must be broadly construed to accomplish this purpose.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Addendum on the dates shown below. This Addendum will not become effective unless and until the District approves it during a School Board meeting and signed by both parties.

I have subscribed my signature
this ____ day of _____, 2025.

Superintendent

I have subscribed my signature
this ____ day of _____, 2025.

School Board Chair

I have subscribed my signature
this ____ day of _____, 2025.

School Board Clerk