

SUPERINTENDENT EMPLOYMENT CONTRACT

Pursuant to Minnesota Statutes section 123B.143, the School Board of Independent School District No. 191, Burnsville-Eagan-Savage ("District" or "School Board") enters into this employment contract ("Contract") with Dr. Latanya Daniels ("Superintendent"). In consideration of the mutual promises contained in this Contract and 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. Contingency. In the event this Contract is entered into prior to the end of an existing Contract it is contingent upon the Superintendent completing the terms of the existing Contract.

Section 3: 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 three and six months before the expiration of this Contract. In addition, on its own initiative, the Board may periodically evaluate the Superintendent as it sees fit.

Section 4: 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 their representative must make a written request for a hearing to the School Board Chair within ten (10) calendar days after receiving written notice of the proposed discharge. If the Superintendent 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. The arbitrator shall be selected by the normal striking process provided by Bureau of Mediation Services rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. 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 their representative) fails to mail or hand-deliver a written request for a hearing 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 5: Mutual Consent. This Contract may be terminated at any time by the mutual consent of the School Board and the Superintendent.

Section 6: Limited Application of 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.-

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 their superintendent's license to the District's Executive Director of Administrative Services 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 or may assign the Superintendent to perform other legal duties not traditionally associated with the position of a school superintendent. 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 and any applicable laws or agreements; 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 a salary of two hundred and twenty-five thousand dollars (\$225,000) for the 2025-2026 Contract year; two hundred thirty-one thousand and seven hundred fifty dollars (\$231,750) for the 2026-2027 Contract year (July 1 – June 30); and two hundred thirty nine thousand and seven hundred dollars (\$239,700) for the 2027-2028 Contract year. During each year covered by this Contract, the District will pay the Superintendent their gross annual salary in roughly equal installments, less applicable withholdings and deductions, based on the District's regular payroll schedule. The School District's obligation to pay salary pursuant to this Article shall cease upon termination of the Superintendent's employment.

Section 2: TSA Matching Payments. The Superintendent may participate in a tax-sheltered annuity plan ("TSA") through payroll deduction to the extent permitted by law, including Section 403(b) and Section 457 Plans. The School District will match the Superintendent's contributions to a qualifying TSA on a dollar-for-dollar basis when contributions are made by the Superintendent through payroll deduction, up to a maximum of seven thousand, five hundred dollars and zero cents (\$7,500.00) during each Contract year (July 1 – June 30) 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 District gives the Superintendent written notice of proposed discharge under Article I, Section 4, the District will cease any matching contributions to the Superintendent's TSA.

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 they 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 they might otherwise have to demand direct payment to them of the amount that they identify for contribution to the TSA. The District's only obligation under Article III, Section 2, and Article IV, Section 2 and Section 3 is to make the specified contributions to the TSA. Further, the Superintendent understands and agrees that they are solely responsible for any taxes, Social Security payments, costs, penalties, interest, or any amount assessed by federal or state authorities, arising from contributions or deferrals to their TSA Plans and they hold the School District harmless for any such claims.

Section 4: Automobile Allowance. The School Board recognizes that the Superintendent must regularly use their personal vehicle to travel for District business. Accordingly, pursuant to Minnesota Statutes section 471.665, subdivision 3, the District will pay the Superintendent a

monthly automobile allowance in the amount of five hundred dollars and zero cents (\$500.00), less any applicable withholdings and deductions.

ARTICLE IV DUTY YEAR AND LEAVES OF ABSENCE

Section 1: Basic Work Year. The position of superintendent has exempt status under the Fair Labor Standards Act. The Superintendent's duty year will be twelve months in length (July 1 to June 30) the Superintendent must work full-time on all weekdays, less vacation days, paid holidays, legal holidays on which the Superintendent is excused from reporting, and days on which sick leave or statutory leave is used during the duty year. The Superintendent must be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Section 2: Vacation. The Superintendent shall be credited with thirty-two (32) days of paid vacation on July 1 of each Contract year (July 1 through June 30). The Board encourages the Superintendent to use their paid vacation leave. The Superintendent must obtain prior approval from the School Board Chair before taking more than ten (10) consecutive days of paid vacation, unless the vacation days are being utilized during a leave taken pursuant to the Family Medical Leave Act. If the Superintendent has at least seven (7) days of unused vacation leave remaining on June 30 of a Contract year, a contribution in an amount equal to the value of seven (7) days of vacation will be made to the Superintendent's 403(b) Plan, and the days of vacation will then be deemed to have been used. If the Superintendent has fewer than seven (7) days of unused vacation remaining on June 30 of a Contract year, a contribution in an amount equal to the number of unused vacation days as of June 30 will be made to the Superintendent's 403(b) account, and those days of vacation will then be deemed to have been used. The value of a day of vacation will be determined by dividing the Superintendent's gross salary for the Contract year in which the vacation was earned by 221. All other unused vacation days shall be forfeited on June 30 of each Contract year.

Section 3: Payment of Unused Vacation Leave Upon Termination. If upon expiration of this Contract on June 30, 2028, the School Board has not entered into a subsequent Contract with the Superintendent, the School Board will pay the Superintendent at their daily rate of pay, as determined by a divisor of 221 days, for each day of vacation leave that the Superintendent has accrued but has not used or forfeited as of June 30, 2028. Alternatively, the School Board may require the Superintendent to use their days of accrued but unused vacation during the last three months of this Contract. If the School Board proposes the discharge of the Superintendent pursuant to Article I, Section 4, the Superintendent shall not be paid for any accrued and unused vacation leave.

Section 4: Paid Holidays. The Superintendent will be entitled to twelve (12) paid holidays each Contract year. Unless otherwise designated by the School Board, the paid holidays will be: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, December 24, December 25, New Year's Eve Day, New Year's Day, Memorial Day, Juneteenth and two floating holidays.

Section 5: Accrual of Sick Leave. On July 1 of each year covered by this Contract (July 1 – June 30), the Superintendent will be credited with eighteen (18) days sick leave, which may be accumulated to a maximum of forty-five (45) days during the term of this Contract. If the Superintendent is enrolled in the District's group health insurance plan and has at least ten (10) sick days available from the previous year, at the beginning of the year (July 1) ten (10) sick days will be converted to the equivalent of ten days of pay, at the Superintendent's daily rate of pay using a divisor of 221, and will then be contributed to the Superintendent's Health Reimbursement Account (HRA.) The Superintendent may use sick leave for any illness, injury, or health condition that prevents them from performing their job duties. In addition, the Superintendent may use sick leave for any reason that is explicitly permitted by law or by another provision of this Contract. Upon ending employment with the District for any reason, the Superintendent will not be paid for any unused days of sick leave.

The amount of contributions and/or the definition of expenses eligible for reimbursement from the HRA may be modified to comply with applicable non-discrimination regulations under the Internal Revenue Code.

Section 6: Statutory Leaves. The Superintendent may be eligible for unpaid leave of absence pursuant to federal and state law, including the Family and Medical Leave Act (FMLA), the Minnesota Parenting Leave Act (MPLA), the Americans With Disabilities Act (ADA), and the Women's Economic Security Act, Minn. Stat. §181.9413. Also, the Superintendent shall earn, use or accumulate Earned Sick and Safe Time (ESST) under Minn. Stat. §§ 181.9445-181.9448 pursuant to School District policy. Requests for such leaves shall be made and considered in compliance with applicable law.

Section 7: Workers' Compensation Differential. As permitted by Minnesota Statutes, §176.021, subd. 5, if the Superintendent is injured while performing duties for the District and qualifies for workers' compensation benefits, they may draw from their accumulated sick leave in order to make up the difference between their regular salary and the workers' compensation insurance payments they receive. The Superintendent's accumulated sick leave will be reduced in proportion to the amount of compensation paid pursuant to this Section. This Section of the Contract will immediately cease to apply if the Superintendent exhausts their accumulated sick leave.

ARTICLE V INSURANCE

Section 1: Health and Hospitalization. The District will select and offer one or more group health and hospitalization insurance plans to the Superintendent. This paragraph will not apply unless the Superintendent qualifies for and enrolls in a group health and hospitalization plan that is offered by the District. If the Superintendent elects single coverage, the District will pay the full amount of the monthly premium. If the Superintendent elects dependent or family coverage, the District will contribute the same amount toward the monthly premium for group health and hospitalization insurance that it contributes for the District's Tier I executive director(s) under the General Terms and Conditions of Employment for Unaffiliated Supervisory Employees. To

the extent that the cost of the monthly premium exceeds the amount of the District's contribution, the Superintendent must pay the remaining cost through payroll deduction.

Section 2: Dental. The District will select and offer one or more dental plans. This paragraph will not apply unless the Superintendent qualifies for and enrolls in a dental plan that is offered by the District. If the Superintendent elects single coverage, the District will pay the full amount of the monthly premium for dental insurance. If the Superintendent elects dependent or family coverage, the District will contribute the same amount toward the monthly premium for dental insurance that it contributes for directors under the Director's Terms and Conditions of Employment. To the extent that the cost of the monthly premium exceeds the amount of the District's contribution, the Superintendent must pay the remaining cost through payroll deduction.

Section 3: Life Insurance. The District will select and offer a group term life insurance policy with a maximum death benefit of five hundred thousand dollars (\$500,000). 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.

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.

Section 5: Health Reimbursement Arrangement: The School District shall contribute \$5,000 upon each completed Contract year to the district sponsored Health Reimbursement Arrangement on behalf of the Superintendent (July 1 – June 30). The Superintendent shall not have access to these contributions until separation of service. The District makes no contributions to the HRA after the Superintendent ceases to be employed by the District.

Section 6: 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 and HRA contributions that are described 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 denial of insurance benefits by an insurer if the District has selected the policies and paid the premiums described in this Article, nor is the School District liable for claims regarding the limits or restrictions on contributions to the Superintendent's HRA. Subject to any applicable requirements of federal or state law, the District's obligation to make any contribution toward the cost of the premium for any and all types of insurance described in this Contract will cease immediately upon termination or expiration of this Contract or in the event that the Superintendent's employment ends for any reason.

Section 7: In the event this Contract will cause or does cause penalties, fees, or fines to be assessed against the School District as a result of the School District's contribution toward the Superintendent's healthcare benefits as a "highly compensated employee", the Parties agree to

reopen negotiations to revise the Contract to eliminate or reduce the penalty, fees, or fines, as agreed upon between the parties.

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 their attendance is required or permitted by the School Board. The Superintendent may attend the annual American Association of School Administrators conference. The Superintendent must periodically report to the School Board about the meetings and conferences they have 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 conventions the Superintendent may attend. Such a limit will not take effect until notice of the limit is provided to the Superintendent.

Section 2: Dues. The District will pay the professional dues to the American Association of School Administrators, Minnesota Association of School Administrators, and another organization of the Superintendent's choice, provided the dues are reasonable and approved by the Board Chair in advance. In addition, the District will 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 Board.

Section 3: Tuition Reimbursement. During each school year covered by this Contract, the Superintendent is eligible to receive a maximum of two thousand five hundred dollars (\$2,500) in tuition reimbursement for post-graduate coursework that is germane to maintaining their Minnesota license as a school superintendent. All coursework must be preapproved by the School Board Chair. The Superintendent must submit appropriate documentation to the Board Chair showing that the Superintendent earned a grade of B or higher, or a passing grade in a pass/fail system, in order to be eligible for tuition reimbursement.

Section 4: Advanced Doctorate Degree. During each contract year covered by this Contract, the Superintendent will receive five thousand dollars and zero cents (\$5,000.00) for holding an approved doctorate degree from an accredited college or university, provided that the doctorate degree relates to the Superintendent's position within the District. The Board will be the final arbiter of whether the doctorate degree relates to the Superintendent's position.

Section 5: Business Expenses. The District will reimburse the Superintendent for reasonable and necessary expenses that they incur 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 an expense. The Superintendent is encouraged to seek approval for significant expenses in advance of incurring the expense. Because the Superintendent is receiving an automobile allowance, the Superintendent may not claim reimbursement for miles driven in their personal vehicle. Notwithstanding any other provision in this Contract, the Board in its sole discretion may further define the number and type of expenses for which the Superintendent may claim reimbursement.

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, they 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, as determined by the School Board Chair, such activities do not impede the Superintendent's ability to perform the duties of the 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 Chair.

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 their employment and they were acting within the scope of employment or official duties, the District will defend and indemnify the Superintendent to the full 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, they will receive full pay from the District, without deduction from accumulated vacation or sick leave, provided that they submit to the District any compensation they received from being called to sit as a juror.

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 their 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: Board/Superintendent Communications. No later than September 1, 2025, the Board and the Superintendent will meet to discuss and agree on the process and procedures for how they will communicate. At least annually thereafter, the Board and the Superintendent will meet to review and discuss the process and procedures for communications.

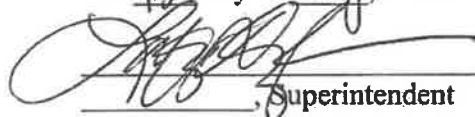
Section 6: Severability. If a court of law determines that any provision of this Contract is invalid or unenforceable by operation of law, the remainder of the Contract will remain in full force and effect, unless the Contract was deemed void under Article VII, Section 4.

Section 7: 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.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Contract on the dates shown by their signatures. This Contract will not become effective unless and until it is approved by the District's School Board and signed by both parties.

Dr. Latanya Daniels

I have subscribed my signature
this 13 day of May, 2025.


_____, Superintendent

Independent School District No. 191

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

Anna Werb, School Board Chair

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

Scott Hume, School Board Clerk