

SUPERINTENDENT CONTRACT
MAPLE LAKE SCHOOLS

ARTICLE I
PURPOSE

This Contract is entered into between Independent School District No.881, Maple Lake, Minnesota, hereinafter referred to as the School District, and Mike Rowe, hereinafter referred to as the Superintendent, a legally qualified and licensed superintendent who agrees to perform the duties of the Superintendent of the School District.

ARTICLE II
APPLICABLE STATUTE

This Contract is entered into between the School District and the Superintendent in conformance with M.S. 123B.143.

ARTICLE III
LICENSE

The Superintendent shall furnish the School Board, throughout the life of this Contract, a valid and appropriate license to act as superintendent in the State of Minnesota as provided by applicable laws, rules, and regulations.

ARTICLE IV
DURATION, EXPIRATION, TERMINATION
DURING THE TERM, MUTUAL CONSENT, AND CONTINGENCY

Section 1. Duration: This Contract is for a term of 3 years commencing on July 1, 2026, and ending on June 30, 2029. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent or unless terminated as provided in this Contract.

Section 2. Expiration: This Contract shall expire at the end of the term specified in Section 1. 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 M.S. 123B.143, Subd. 1.

Section 3. Termination During the Term: The Superintendent's employment may be terminated during the term of this Contract only for cause as defined in M.S. 122A.40, Subd. 9. and Subd. 13., but, except for purposes of describing grounds for discharge, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the term of this Contract for cause as described in M.S. 122A.40, Subd. 9. or Subd. 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 in writing to the School Board Chair within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Minnesota Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the striking process as provided by BMS rules. The arbitrator shall conduct a hearing under arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding on the parties, subject to 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 in this section within the fifteen (15)-day calendar period, he/she shall be deemed to have acquiesced 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.

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

Section 5. Contingency: If this Contract is a subsequent Contract entered into prior to the completion of an existing Contract, this subsequent Contract is contingent upon the Superintendent completing the terms of the existing Contract.

ARTICLE V DUTIES

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.

ARTICLE VI DUTY YEAR AND LEAVES OF ABSENCE

Section 1. Basic Work Year: The Superintendent's duty year shall be 230 working days for the entire twelve (12)-month Contract year, and the Superintendent shall perform duties on those legal holidays on which the School Board 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.

Section 2. Holidays: The Superintendent shall be entitled to 11 paid holidays as designated by the School Board each Contract year. Holidays are specified as: 4th of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, President's Day, Good Friday, Memorial Day. **Juneteenth**

Section 3. Sick Leave: The Superintendent shall earn paid sick leave at the rate of 12 days each year, and earned sick leave may accumulate to a maximum of 130 days.

Section 4. Workers' Compensation: Pursuant to M.S. Chapter 176, the Superintendent injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 5. Bereavement Leave: The Superintendent shall be granted bereavement leave for a death within the Superintendent's immediate family. Up to five (5) days of leave shall be allowed, the days to be deducted from sick leave, for death in a full-time employee's immediate family, as defined in this article. Immediate family shall be defined as the employee's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, son or daughter-in-law, grandparent-in-law, brother or sister-in-law, legal guardian, step-children, aunt and uncle and any person living in the household of the employee.

Section 6. Emergency Leave: The Superintendent may be granted paid emergency leave at the discretion of the School Board.

Section 7. Jury Service: The Superintendent who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 8. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 9. Medical Leave: Pursuant to M.S. 122A.40, Subd. 12., the Superintendent shall have a right to a leave of absence for health reasons.

Section 10. Insurance Application: A Superintendent on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The Superintendent shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance. In the event the Superintendent is on paid leave from the School District under Section 4. above or supplemented by sick leave pursuant to Section 5. above, the School District will continue insurance contributions as provided in this Contract until sick leave is exhausted. Thereafter, the Superintendent must pay the entire premium for any insurance retained.

ARTICLE VII INSURANCE

Section 1. Health and Hospitalization Insurance: The School District shall contribute the sum of \$20,025 year 1 and \$20,626 year 2 and 3 to use toward the purchase of health and hospitalization insurance, single or family coverage, and/or cash in lieu. If cash in lieu is chosen, cash in lieu amount will be the same amount as received by confidential staff.

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 ACA will be placed into another School District provided benefit(s) (i.e., a retirement HRA, salary, etc.) as agreed upon between the parties.

Subd. 1. Retiree Health Insurance: The Superintendent retiring (not due to cause) who is eligible to receive a Teachers Retirement Association pension and has completed twelve (12) years or more of full-time service with the District and twenty (20) or more years of full-time educational service shall receive the amount of District contribution (board share amount allowed) for single coverage as provided to teachers by the District at the time of the Superintendent's retirement. This District contribution will remain fixed and shall continue until the Superintendent is eligible for Medicare. This contribution amount will be deposited on the 15th and 30th of each month into MSRS Health Care Savings Plan. These contributions will cease upon the death of the recipient. The retiree shall be eligible to continue participation in the District's group health and hospitalization plan, providing that the retiree was participating in the plan one or more years prior to retirement. The retiree may receive dependent coverage only if the retiree received dependent coverage immediately before retiring. The retiree may continue to participate indefinitely in the employer-sponsored group health plan by paying the district the full monthly premium amount on due dates as arranged by the district.

Section 2. Life Insurance: The School District shall provide, at its own expense, term life insurance for the Superintendent under the School District's group term life insurance plan in the amount of \$100,000, payable to the Superintendent's named beneficiary(ies).

Section 3. Long-Term Disability Insurance: The School District shall provide, at its own expense, long-term disability insurance for the Superintendent under the School District's group long-term disability insurance plan.

Section 4. Eligibility: The eligibility of the Superintendent and the Superintendent's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this article.

Section 5. Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in this article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in this article.

ARTICLE VIII OTHER BENEFITS

Section 1. Tax-Sheltered Annuities: The Superintendent is eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, M.S. 123B.02, Subd. 15., School District policy, and as otherwise provided by law. The Superintendent may select the 403(b) for the district matching contribution from the list of district approved vendors (see list below). The maximum the district will match contribute is

\$5,000 annually. The district contribution becomes the “property” of the superintendent once the money has been transferred into the superintendent’s 403(b) fund.

The Superintendent will use a company from the following approved vendor list:

- Dougherty and Associates
- AXA Equitable
- Horace Mann

Claims Against the School District: The Superintendent agrees that the management of contributed funds is the responsibility of the company selected by the Superintendent. It is further understood that the District’s only obligation is to make contributions as specified in this Article and that no other claim shall be made against the District pursuant to this Article.

Section 2. Post-Retirement Health Care Savings Plan: In addition to the 403b benefit described in this article, the District provides a contribution to the Superintendent’s Minnesota Post-Retirement Health Care Savings Plan (hereafter called PRHCSP) according to their eligibility under Minnesota Statutes, section 352.98 (2002) and as outlined in the Minnesota State Retirement System’s Trust and Plan Documents. The Superintendent shall participate in the PRHCSP except a Superintendent in his/her first and second years of employment in the District. A Superintendent shall contribute an amount equal to the District’s contribution each year, which shall be withheld from their compensation. During the Superintendent’s third year of employment in the district, the District and Superintendent will each contribute one-half (.5%) of the Superintendent’s yearly salary including pay for any extra assignments and career increments, and one percent (1%) each during the Superintendent’s fourth and subsequent years. These amounts shall be sent to the Superintendent’s PRHCSP. All funds contributed by the Superintendent and the District become the “property” of the Superintendent once the money has been transferred into the Superintendent’s account. Upon retirement or severance from the District, the Superintendent may use the PRHCSP account within the limits of the law and applicable IRS rules.

Section 3. Vehicle: The School District shall compensate the Superintendent for business use of his/her private vehicle at the designated IRS mileage reimbursement rate per mile.

Section 4. Conferences and Meetings: The School District shall pay all legally valid expenses and fees for the Superintendent’s attendance at professional conferences and meetings with other educational agencies when such attendance 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 School Board policy and law.

ARTICLE IX SALARY

The 2026-2027 school year will be the 7th year of District experience for the Superintendent. The Superintendent shall be paid an annual salary of **\$152,000 for the 2026-2027** Contract year, **\$155,000 for the 2027-2028** Contract year, and **\$158,000 for the 2028-2029** Contract year. During the term of this Contract, the annual salary may be modified but shall not be reduced. The annual salary shall be paid in 24 equal installments during the Contract year.

Subd. 1. Career Increments: Career increments shall be established and paid to a Superintendent within the following limits and qualifications:

- 1) Qualifications: The Superintendent must have a minimum of twenty (20) total years of education experience and be at least 50 years old to qualify for this salary increase.
- 2) Notification of District: By February 1 prior to the school year the Superintendent first becomes eligible to apply for career increments, the District will notify the Superintendent of his/her right to do so.
- 3) Length of Participation: A Superintendent may participate in this career increment program in any five (5) years out of a consecutive seven (7) year span.
- 4) Annual Maximum: A maximum of five thousand dollars (\$5,000) may be earned by a Superintendent per year and thereafter beginning in the 2019-2020 school year.
- 5) Total Maximum: The sum of the five (5) years in which the Superintendent participated in the career increment program is the maximum amount the Superintendent may earn over his/her career in Maple Lake.
- 6) Withdrawal from Participation: A Superintendent may withdraw from participation as long as they notify the District prior to the beginning of the school year.

ARTICLE X EVALUATE PERFORMANCE

The School Board shall oversee, direct, and evaluate the Superintendent's performance as the School Board sees fit.

ARTICLE XI OTHER PROVISIONS

Section 1. Outside Activities: While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, he/she may also serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the School Board, such activities do not impede the Superintendent's ability to perform the duties of the superintendency. However, 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/her employment and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify the Superintendent to the extent provided 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 in this regard shall be subject to the limitations as provided in M.S. Chapter 466.

Section 3. Dues: The Superintendent is encouraged to belong to and participate in appropriate professional, educational, economic development, community, 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.

ARTICLE XII
SEVERABILITY

The provisions of this Contract shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application of any provision thereof.

IN WITNESS WHEREOF, I have subscribed
my signature this 8th day of
June, 2026.

Superintendent

IN WITNESS WHEREOF, we have subscribed
our signatures this 8th day of
June, 2026.

School Board Chair

School Board Clerk