SUPERINTENDENT EMPLOYMENT CONTRACT

Pursuant to Minnesota Statutes section 1238.143, the School Board of Independent School District No. 624, White Bear Lake Area Schools ("District" or "School Board") enters into this employment contract ("Contract") with Wayne Kazmierczak, Ph.D. ("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) school years beginning on July 1, 2026, and ending on June 30, 2029. This Contract will remain in full force and effect unless it is modified by mutual written consent of the School Board and the Superintendent, the Superintendent resigns with one hundred fifty days advance notice, or the Board discharges the Superintendent in accordance with this Contract.

Section 2: Expiration. This Contract will automatically expire on June 30, 2029. 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 to six months before the expiration of this Contract. The School Board may evaluate the Superintendent at other times as it sees fit.

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 his 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 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 forty-five (45) 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 his 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.

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 Resignation. The Superintendent may resign and terminate this Contract at any time by providing written notice to the School Board at least one hundred fifty (150) calendar days in advance of the effective date of resignation.

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. By operation of law, Minnesota Statutes section 122A.40, subdivisions 3 and 19 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 duties that the School Board assigns to the Superintendent, regardless of whether those duties 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 who is assigned responsibility for supervising a school building in the District; supervising school grading practices and examinations for promotions; make reports that are required by the Commissioner of the Minnesota Department of Education; and perform all other duties incident to the office of the Superintendent. The Superintendent will serve as an ex-officio member of the School Board and will provide administrative recommendations to the School Board.

ARTICLE III COMPENSATION

Section 1: Basic Salary. The District will pay the Superintendent a gross annual salary of two hundred sixty six thousand six hundred dollars ($266,600) for the 2026-2027 school year; two hundred seventy seven thousand two hundred dollars ($277,200) for the 2027-2028 school year; and two hundred eighty eight thousand three hundred dollars ($288,300) for the 2028-2029 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.

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") of his choice through payroll deduction. 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 eighteen thousand dollars ($18,000) 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. The District will provide additional salary, in the amount of one thousand dollars ($1,000) per month, which the Superintendent may utilize through payroll deduction for an additional TSA contribution. Such contributions shall be in addition to the Superintendent's base annual salary.

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, including, but not limited to, Minnesota Statutes section 123B.02, subdivision 15, and Minnesota Statutes section 356.24. 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: Retirement Healthcare Savings Plan. To the extent permitted by law, during each school year covered by this Contract the District will contribute five thousand dollars ($5,000) to a District sponsored healthcare reimbursement account or to a retirement health care savings plan for the Superintendent.

Section 5: Retention Stipend. The Superintendent will receive a retention stipend of one thousand five hundred dollars ($1,500) for each year of service as the Superintendent of White Bear Lake Area Schools. At the discretion of the Superintendent, payment of the stipend will either be made June 30 of each contract year or that amount may be divided equally and spread over 24 paychecks beginning July 1 of said contract year. If the superintendent does not finish the contract year, the stipend will be prorated based on days worked.

Section 6: Advanced Degree Stipend. During each year covered by this Contract, the Superintendent will receive five thousand dollars ($5,000) for holding a doctorate degree from an accredited college or university, provided that the doctorate degree relates to the Superintendent's position within the District.

At the discretion of the Superintendent, payment of the stipend will be made either on June 30 of each year or be evenly divided over 24 paychecks. If the superintendent does not finish the contract year, the stipend will be prorated based on days worked.

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 and will correspond to each school year (July 1 to June 30) covered by this Contract. The Superintendent must work full-time on at least 261 duty days, less vacation, paid holidays and sick leave used during each duty year, including 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: Vacation. The Superintendent will earn thirty (30) days of paid vacation each school year (July 1 to June 30) that is covered by this Contract. 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 ("FMLA") or another law governing the use of leave. The Superintendent must take vacation days within eighteen (18) months after the school year in which they were earned. To the extent permitted by law, at the end of each calendar year, the Superintendent may contribute the value of up to fifteen (15) days of unused vacation to a TSA 403(b) Plan or the Superintendent may receive a payout of up to fifteen (15) days of vacation. The value of an unused vacation day will be the equivalent of the Superintendent's daily rate of pay (using a divisor of 230 days) at the time the vacation days are contributed to the TSA 403(b) Plan or paid out. The Superintendent will forfeit any vacation days that are not taken or converted to a 403(b) Plan contribution or paid out within eighteen (18) months after the school year in which they were earned. Upon separation from the district, the Superintendent shall be entitled to payment for any unused vacation days earned and accrued pursuant to the provisions of this section. To the extent permitted by law the Superintendent may contribute the unused vacation payment to a TSA 403(b) Plan or the Superintendent may receive a payout. Any payment for accumulated vacation leave shall be calculated based on the Superintendent's daily rate of pay on the last day of employment (using a divisor of 230 days). In the event that the Superintendent dies while employed under this Contract, any vacation payout due to the Superintendent shall be payable to his heirs, beneficiaries, or estate.

Section 3: Paid Holidays. The Superintendent will receive the following paid holidays during each school year covered by this Contract:

Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
New Year's Day
Duty Day before or after New Year's Day
Presidents' Day
Memorial Day
Juneteenth
One District Designated Floating Holiday
Two Floating Holidays

Section 4: Carry-Over and Accrual of Sick Leave. On July 1 of each school year covered by this Contract, the Superintendent will be credited with eighteen (18) days of sick leave. Unused sick leave may accumulate to an unlimited amount. The Superintendent may use sick leave for any illness, injury, or health condition that prevents him from performing his 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. The School Board may require the Superintendent to provide a statement from a physician regarding any illness, injury, or health condition that prevents the Superintendent from performing his job duties.

Section 5: Bereavement Leave. The Superintendent will be granted up to five (5) days of bereavement leave, without loss of pay, for each death in the Superintendent's immediate family. Days utilized for bereavement leave will be deducted from the Superintendent's accumulated sick leave. Upon ending his employment with the District for any reason, the Superintendent is not entitled to payment for any unused days of bereavement leave. For purposes of this Contract, the term "immediate family" means the spouse, child, parent, grandparent, grandchild, sibling, parent-in-law, daughter-in-law and son-in-law.

Section 6: Workers' Compensation Differential. In accordance with Minnesota Statutes Chapter 176, if the Superintendent is injured while performing duties for the District and qualifies for workers' compensation benefits, he may draw from his accumulated sick leave in order to make up the difference between his regular salary and the workers' compensation insurance payments he receives. The Superintendent's accumulated sick leave will be reduced in proportion to the amount of compensation paid pursuant to this provision. This provision of the Contract will immediately cease to apply if the Superintendent exhausts his 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. If the Superintendent elects single coverage, the District will pay the full amount of the monthly premium. If the Superintendent elects dependent (family) coverage, the District will contribute the same amount toward the monthly premium for group health and hospitalization insurance that it contributes for assistant superintendents and directors in the District. 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 of the premium through payroll deduction.

Section 2: Dental. The District will select and offer one or more dental plans to the Superintendent. The District will pay the full amount of the monthly premium for dental insurance.

Section 3: Life Insurance. The District will select and offer a group term life insurance policy to the Superintendent with a death benefit of seven hundred fifty thousand dollars ($750,000). During the term of this Agreement, the District will pay the full amount of the monthly premium for the group term life insurance policy offered by the District. The life insurance policy will be payable to the Superintendent's designated 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 for the Superintendent. The plan will provide a taxable benefit of two-thirds (2/3) of the Superintendent's gross monthly salary, with a waiting period of not more than ninety (90) calendar days after the date of disability. The District will select the LTD insurance carrier and the LTD 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 the insurance plans and make the premium 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. Except where the District is acting as the insurer, no claim may be made against the District as a result of denial of insurance benefits if the District purchased the policy and paid the premiums described in this Contract.

Section 6: Post-Employment Insurance. Upon separation of service from the District, the Superintendent shall be eligible to continue participation in the District's group health and hospitalization, dental, and group life insurance plans or individual plans as selected by the Superintendent. The Superintendent's right to participate in fully District-paid premiums in such group insurance will be for a period of ten (10) years.

ARTICLE VI PROFESSIONAL GROWTH AND REIMBURSEMENT

Section 1: Professional Growth Conferences and Meetings. The School Board recognizes the value of having the Superintendent attend conferences and meetings that further professional growth or advance the District's interests. Accordingly, the Superintendent is encouraged 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. 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 conventions the Superintendent may attend. Such a limit will not take effect until written notice of the limit is provided to the Superintendent.

Section 2: Dues. The District will pay the professional dues for the Superintendent to belong to the American Association of School Administrators, Minnesota Association of School Administrators, and another professional organization of the Superintendent's choice. In addition, the District will pay the dues for the Superintendent to be a member of local civic organizations and service organizations.

Section 3: Business Expenses and Allowance. 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 an expense. The Superintendent is encouraged to seek approval for significant expenses in advance of incurring the expense. Notwithstanding any other provision in this Contract, the Board in its sole discretion may further define and limit the number and type of expenses for which the Superintendent may claim reimbursement. The District shall provide the Superintendent a monthly allowance of eight hundred dollars ($800) to use for business and technology expenses including, but not limited to, the business use of the Superintendent's personal vehicle, purchase and maintenance of a cell phone, computers, and other technology devices. This monthly allowance is in lieu of reimbursement for mileage, monthly cell phone service, and the purchase of cell phone or other electronic devices.

ARTICLE VII MISCELLANEOUS

Section 1: Outside Activities. The Superintendent must work full-time for the District and must demonstrate loyalty and due diligence in performing his job responsibilities and meeting the Board's expectations. The Superintendent may also serve as a consultant to other entities and perform other outside duties or activities for which a salary, fee, or honorarium is paid, provided that the consulting services or outside duties or activities do not create a conflict of interest or an appearance of impropriety and the Superintendent provides prior notification to the School Board Chair.

Section 2: Indemnification and Provision of Counsel. The District will defend and indemnify the Superintendent if a legal claim or action is brought against the Superintendent, the claim or action arises out of or relates to the Superintendent's employment with the District, and the Superintendent was acting within the scope of his employment or official duties. 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 and Compelled Testimony. If the Superintendent serves as a juror during the term of this Contract, or if he receives a subpoena to testify in a proceeding involving the District, he will receive full pay from the District, without deduction from accumulated vacation or sick leave, provided that he submits to the District any compensation he received from being called to sit as a juror or a witness.

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, the remainder of this 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.

Section 7: Employment Separation Payout. Upon separation from the District, the Superintendent shall receive a payout of 12 days for each year employed by the District as an administrator. The value of a day will be the equivalent of the Superintendent's daily rate of pay (using a divisor of 230 days) at the time of the payout. The Superintendent may receive either a one-time payout or the payout in two calendar years and may deposit the payment(s), or a portion thereof, into a tax sheltered annuity, subject to IRS rules and regulations. In the event that the Superintendent dies while employed under this Contract, any separation payout due to the Superintendent under this provision shall be payable to his heirs, beneficiaries, or estate.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Contract on the dates shown below. This Contract will have no force or effect unless it is approved by the School Board and is signed by both parties.

I have subscribed my signature
this 11 TH day of August, 2025

Wayne Kazmierczak, Superintendent

I have subscribed my signature
this 11th day of August, 2025

Scott Arcand, School Board Chair

I have subscribed my signature
this 11th day of August, 2025

Kathleen Daniels, School Board Clerk