

MUTUAL TERMINATION OF EMPLOYMENT AGREEMENT

The School Board of Independent School District No. 273, Edina Public Schools ("District") hereby enters into this Mutual Termination of Employment Agreement ("Agreement") with Dr. Stacie Stanley ("Dr. Stanley"), the District's Superintendent of Schools.

WHEREAS, the District entered into a contractual agreement to employ Dr. Stanley as its Superintendent of Schools for a three-year term, commencing July 1, 2024 and ending June 30, 2027, entitled "Employment Agreement for Superintendent of Schools" ("Employment Agreement"); and

WHEREAS, the District and Dr. Stanley wish to amicably and mutually end their contractual relationship by terminating the Employment Agreement, ending Dr. Stanley's employment with the District effective April 18, 2025.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Dr. Stanley agree as follows:

- 1. Mutual Agreement to Terminate Employment Agreement.** Pursuant to Section II(D)(3) of the Employment Agreement, the District and Dr. Stanley mutually agree to terminate the Employment Agreement, effective at the end of the business day on Friday, April 18, 2025 ("effective date"). Dr. Stanley shall receive full payment and benefits for all time worked until the effective date. After the effective date, Dr. Stanley will no longer be an employee of the District.
- 2. Compensation for Accrued but Unused Leave.** Following the effective date, the District will pay Dr. Stanley for earned but unused vacation days, not to exceed 30 vacation days, at her daily rate of pay. Dr. Stanley's daily rate of pay for purposes of this Agreement shall be determined by dividing her base yearly salary by the divisor of 260. The District will not pay compensation for any accrued and unused basic leave days, which are forfeited in accordance with Section III(D) of the Employment Agreement.
- 3. No Further Claim to Compensation.** This Agreement satisfies all obligations between Dr. Stanley and the District that arise out of or relate to her employment and the mutual termination of the Employment Agreement. Dr. Stanley shall have no claim whatsoever to any compensation, benefits, or payments of any nature except as expressly stated in this Agreement. This Agreement will not affect Dr. Stanley's right to continue insurance coverage at her own expense under applicable state or federal law.
- 4. Performance of Duties.** Until the effective date, Dr. Stanley agrees to continue to abide by the terms of the Employment Agreement whereby she is responsible to continue to perform all duties incident to the office of Superintendent, and to devote full time and due diligence to the affairs and activities of the District.

5. **Voluntary Agreement.** The parties acknowledge that no person has exerted undue pressure on them to sign this Agreement. Each party is voluntarily choosing to enter into this Agreement because of the benefits that are provided under this Agreement.
6. **Responsibility for Costs.** Each party is responsible for its own costs, expenses, and any attorney fees associated with this Agreement.
7. **Equal Drafting.** In the event either party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the parties.
8. **Choice of Law; Forum; and Severability.** This Agreement shall be governed by the laws of the State of Minnesota. The parties agree that Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.
9. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the parties relating to the Employment Agreement. No party has relied upon any statements, promises, or representations that are not stated in this document. No changes to this Agreement will be valid unless they are in writing and signed by both parties. To the extent any terms in this Agreement conflict with terms in the Employment Agreement, the terms of this Agreement shall take precedence. A copy of this Agreement has the same legal effect as the original, and it may be signed in counterparts.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below. By signing below, each party specifically acknowledges that it has read this Agreement; that it has been advised to review the terms of this Agreement with legal counsel; and that they understand and voluntarily agree, without any undue pressure, to be legally bound by all terms of the Agreement.

Dr. Stacie Stanley

Date: 2/3/25

Dr. Stacie Stanley

Independent School District No. 273, Edina Public Schools

Date: _____

School Board Chair

Date: _____

School Board Vice-Chair