

CABINET-LEVEL EMPLOYMENT AGREEMENT

This Cabinet-Level Employment Agreement (“Agreement”) is entered into by and between Independent School District No. 273 (“District”) and Frances Becquer (“DIRECTOR”). The District and DIRECTOR are collectively referred to as “the parties.”

WHEREAS, the parties desire to enter into an employment agreement governing the terms and conditions of DIRECTOR’s employment with the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, the parties hereby agree as follows:

1. **Term.** This Agreement will take effect on July 1, 2023 and will terminate on June 30, 2024.

2. **Continuing Contract Law.** The parties agree that the Continuing Contract Law, Minnesota Statutes section 122A.40, does not apply to the Director of Achievement Equity and Multilingual Learner Programming position. By signing this Agreement, DIRECTOR knowingly and voluntarily waives any right they may have to claim or assert that the provisions of the Continuing Contract Law apply in any way to the position.

3. **Position.** Subject to the terms of this Agreement, the District hereby agrees to continue to employ DIRECTOR in the position of Director of Achievement Equity and Multilingual Learner Programming for the District, and Employee hereby accepts the District’s offer of such continued employment.

(a) **Exempt Status.** The position of Director of Achievement Equity and Multilingual Learner Programming is a full-time position with exempt status under the Fair Labor Standards Act. A basic duty day will be eight (8) hours in length, but DIRECTOR is expected to work the number of hours necessary to perform her job duties and to meet the professional expectations of the job. In light of the exempt status of this position, additional hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any additional compensation. Beyond the basic duty day, DIRECTOR is expected, and may be required, to attend and participate in meetings and school-sponsored events.

(b) **Number of Duty Days.** This Agreement requires an annual work year of two-hundred sixty (260) duty days. Prompt and regular attendance is an essential function of the position.

(c) **Duties.** DIRECTOR must perform all duties expected of a Director of Achievement Equity and Multilingual Learner Programming diligently, in good faith, and to the best of their ability. In addition, DIRECTOR must perform all duties that are assigned or prescribed by the District regardless of whether such duties are specifically described in this Agreement, in a job description, or in a policy, manual, or handbook. DIRECTOR may not, directly or indirectly, engage or participate in any action or conduct

that conflict in any respect with the interests of the District, nor may DIRECTOR engage or participate in any action or conduct that is inconsistent with their job duties, or the vision, mission and core values of the District. DIRECTOR must perform their duties in a trustworthy, ethical, legal, and diligent manner and must use their best efforts to promote the interests of the District. Finally, DIRECTOR must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District.

(e) **District Rights.** The District's Superintendent has the authority to create and modify a written job description for the Director of Achievement Equity and Multilingual Learner Programming to direct DIRECTOR's job performance; and to oversee and review DIRECTOR's performance. In addition, at any time, the Superintendent may assign new or additional duties to DIRECTOR. The Superintendent may also reassign DIRECTOR at any time to any position for which DIRECTOR is qualified, as determined by the Superintendent.

4. **Salary.** DIRECTOR shall be paid a gross annual salary of one hundred fifty thousand four hundred fifty-three dollars (\$150,453.00), which includes \$4,410.00 in strategic action pay incentive, during the 2023-2024 school year. The District will pay DIRECTOR their gross annual salary in twenty-four (24) roughly equal installments, less applicable withholdings and deductions, in accordance with the District's regular payroll schedule. The District's obligation to make any payments under this Agreement will cease immediately in the event that DIRECTOR resigns or their employment is terminated for any reason. If this Agreement is terminated during the middle of a pay period, the salary paid to DIRECTOR for that period will be prorated and decreased to reflect the number of days actually worked.

5. **Benefits in Accordance with Superintendent's Advisory Council Guidebook.** Employee is eligible for insurance and other benefits in accordance with the Superintendent's Advisory Council Guidebook.

6. **Choice of Law and Severability.** This Agreement will be governed by the laws of the State of Minnesota, regardless of whether any change occurs in DIRECTOR's domicile or status as a resident of Minnesota. If any part of this Agreement is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.

7. **Waiver.** Waiver by either party of any term or condition of this Agreement or any breach will not constitute a waiver of any other term or condition or breach of this Agreement.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the District's employment of DIRECTOR. Neither party has relied upon any oral statements or promises that are not set forth in this document. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or policy. DIRECTOR understands and agrees that any handbooks or policies adopted by the District do not create an express or implied contract between the District and DIRECTOR. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Agreement on the dates shown below. This Agreement shall not become effective unless and until it is approved by the School Board of the District and signed by both parties.

EMPLOYEE

Dated: _____
_____ Frances Becquer

INDEPENDENT SCHOOL DISTRICT NO. 273

Dated: _____
_____ School Board Chair

Dated: _____
_____ School Board Clerk

Independent School District No. 273 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, familial status, sexual orientation, or age.

CABINET-LEVEL EMPLOYMENT AGREEMENT

This Cabinet-Level Employment Agreement (“Agreement”) is entered into by and between Independent School District No. 273 (“District”) and Jody de St. Hubert (“DIRECTOR”). The District and DIRECTOR are collectively referred to as “the parties.”

WHEREAS, the parties desire to enter into an employment agreement governing the terms and conditions of DIRECTOR’s employment with the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, the parties hereby agree as follows:

1. **Term.** This Agreement will take effect on July 1, 2023 and will terminate on June 30, 2024.

2. **Continuing Contract Law.** The parties agree that the Continuing Contract Law, Minnesota Statutes section 122A.40, does not apply to the Director of Teaching and Learning position. By signing this Agreement, DIRECTOR knowingly and voluntarily waives any right they may have to claim or assert that the provisions of the Continuing Contract Law apply in any way to the position.

3. **Position.** Subject to the terms of this Agreement, the District hereby agrees to continue to employ DIRECTOR in the position of Director of Teaching and Learning for the District, and Employee hereby accepts the District’s offer of such continued employment.

(a) **Exempt Status.** The position of Director of Teaching and Learning is a full-time position with exempt status under the Fair Labor Standards Act. A basic duty day will be eight (8) hours in length, but DIRECTOR is expected to work the number of hours necessary to perform her job duties and to meet the professional expectations of the job. In light of the exempt status of this position, additional hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any additional compensation. Beyond the basic duty day, DIRECTOR is expected, and may be required, to attend and participate in meetings and school-sponsored events.

(b) **Number of Duty Days.** This Agreement requires an annual work year of two-hundred sixty (260) duty days. Prompt and regular attendance is an essential function of the position.

(c) **Duties.** DIRECTOR must perform all duties expected of a Director of Teaching and Learning diligently, in good faith, and to the best of their ability. In addition, DIRECTOR must perform all duties that are assigned or prescribed by the District regardless of whether such duties are specifically described in this Agreement, in a job description, or in a policy, manual, or handbook. DIRECTOR may not, directly or indirectly, engage or participate in any action or conduct that conflict in any respect with the interests of the District, nor may DIRECTOR engage or participate in any action or conduct that is inconsistent with their job duties, or the vision, mission and core values of

the District. DIRECTOR must perform their duties in a trustworthy, ethical, legal, and diligent manner and must use their best efforts to promote the interests of the District. Finally, DIRECTOR must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District.

(e) **District Rights.** The District's Superintendent has the authority to create and modify a written job description for the Director of Teaching and Learning to direct DIRECTOR's job performance; and to oversee and review DIRECTOR's performance. In addition, at any time, the Superintendent may assign new or additional duties to DIRECTOR. The Superintendent may also reassign DIRECTOR at any time to any position for which DIRECTOR is qualified, as determined by the Superintendent.

4. **Salary.** DIRECTOR shall be paid a gross annual salary of one hundred sixty-nine thousand six hundred eighty-eight dollars (\$169,688.00), which includes \$4,410.00 in strategic action pay incentive, during the 2023-2024 school year. The District will pay DIRECTOR their gross annual salary in twenty-four (24) roughly equal installments, less applicable withholdings and deductions, in accordance with the District's regular payroll schedule. The District's obligation to make any payments under this Agreement will cease immediately in the event that DIRECTOR resigns or their employment is terminated for any reason. If this Agreement is terminated during the middle of a pay period, the salary paid to DIRECTOR for that period will be prorated and decreased to reflect the number of days actually worked.

5. **Salary Increase for 2022-2023.** DIRECTOR did not receive a salary increase for the 2022-2023 school year and shall therefore be paid a gross lump sum payment of one thousand five hundred eighty-eight dollars and seventy-five cents (\$1,588.75) on the District's August 30, 2023 payroll.

6. **Benefits in Accordance with Superintendent's Advisory Council Guidebook.** Employee is eligible for insurance and other benefits in accordance with the Superintendent's Advisory Council Guidebook.

7. **Choice of Law and Severability.** This Agreement will be governed by the laws of the State of Minnesota, regardless of whether any change occurs in DIRECTOR's domicile or status as a resident of Minnesota. If any part of this Agreement is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.

8. **Waiver.** Waiver by either party of any term or condition of this Agreement or any breach will not constitute a waiver of any other term or condition or breach of this Agreement.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the District's employment of DIRECTOR. Neither party has relied upon any oral statements or promises that are not set forth in this document. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or policy. DIRECTOR understands and agrees that any handbooks or policies adopted by the District do not create an express or implied contract between

the District and DIRECTOR. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Agreement on the dates shown below. This Agreement shall not become effective unless and until it is approved by the School Board of the District and signed by both parties.

EMPLOYEE

Dated: _____

Jody de St. Hubert

INDEPENDENT SCHOOL DISTRICT NO. 273

Dated: _____

School Board Chair

Dated: _____

School Board Clerk

Independent School District No. 273 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, familial status, sexual orientation, or age.

CABINET-LEVEL EMPLOYMENT AGREEMENT

This Cabinet-Level Employment Agreement (“Agreement”) is entered into by and between Independent School District No. 273 (“District”) and Daphne Edwards (“DIRECTOR”). The District and DIRECTOR are collectively referred to as “the parties.”

WHEREAS, the parties desire to enter into an employment agreement governing the terms and conditions of DIRECTOR’s employment with the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, the parties hereby agree as follows:

1. **Term.** This Agreement will take effect on July 1, 2023 and will terminate on June 30, 2024.

2. **Continuing Contract Law.** The parties agree that the Continuing Contract Law, Minnesota Statutes section 122A.40, does not apply to the Director of Marketing and Communications position. By signing this Agreement, DIRECTOR knowingly and voluntarily waives any right they may have to claim or assert that the provisions of the Continuing Contract Law apply in any way to the position.

3. **Position.** Subject to the terms of this Agreement, the District hereby agrees to continue to employ DIRECTOR in the position of Director of Marketing and Communications for the District, and Employee hereby accepts the District’s offer of such continued employment.

(a) **Exempt Status.** The position of Director of Marketing and Communications is a full-time position with exempt status under the Fair Labor Standards Act. A basic duty day will be eight (8) hours in length, but DIRECTOR is expected to work the number of hours necessary to perform her job duties and to meet the professional expectations of the job. In light of the exempt status of this position, additional hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any additional compensation. Beyond the basic duty day, DIRECTOR is expected, and may be required, to attend and participate in meetings and school-sponsored events.

(b) **Number of Duty Days.** This Agreement requires an annual work year of two-hundred sixty (260) duty days. Prompt and regular attendance is an essential function of the position.

(c) **Duties.** DIRECTOR must perform all duties expected of a Director of Marketing and Communications diligently, in good faith, and to the best of their ability. In addition, DIRECTOR must perform all duties that are assigned or prescribed by the District regardless of whether such duties are specifically described in this Agreement, in a job description, or in a policy, manual, or handbook. DIRECTOR may not, directly or indirectly, engage or participate in any action or conduct that conflict in any respect with the interests of the District, nor may DIRECTOR engage or participate in any action or conduct that is inconsistent with their job duties, or the vision, mission and core values of

the District. DIRECTOR must perform their duties in a trustworthy, ethical, legal, and diligent manner and must use their best efforts to promote the interests of the District. Finally, DIRECTOR must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District.

(e) **District Rights.** The District's Superintendent has the authority to create and modify a written job description for the Director of Marketing and Communications to direct DIRECTOR's job performance; and to oversee and review DIRECTOR's performance. In addition, at any time, the Superintendent may assign new or additional duties to DIRECTOR. The Superintendent may also reassign DIRECTOR at any time to any position for which DIRECTOR is qualified, as determined by the Superintendent.

4. **Salary.** DIRECTOR shall be paid a gross annual salary of one hundred thirty-nine thousand eight hundred twenty-four dollars (\$139,824.00), which includes \$4,410.00 in strategic action pay incentive, during the 2023-2024 school year. The District will pay DIRECTOR their gross annual salary in twenty-four (24) roughly equal installments, less applicable withholdings and deductions, in accordance with the District's regular payroll schedule. The District's obligation to make any payments under this Agreement will cease immediately in the event that DIRECTOR resigns or their employment is terminated for any reason. If this Agreement is terminated during the middle of a pay period, the salary paid to DIRECTOR for that period will be prorated and decreased to reflect the number of days actually worked.

5. **Salary Increase for 2022-2023.** DIRECTOR did not receive a salary increase for the 2022-2023 school year and shall therefore be paid a gross lump sum payment of one thousand three hundred one dollars and sixty-eight cents (\$1,301.68) on the District's August 30, 2023 payroll.

6. **Benefits in Accordance with Superintendent's Advisory Council Guidebook.** Employee is eligible for insurance and other benefits in accordance with the Superintendent's Advisory Council Guidebook.

7. **Choice of Law and Severability.** This Agreement will be governed by the laws of the State of Minnesota, regardless of whether any change occurs in DIRECTOR's domicile or status as a resident of Minnesota. If any part of this Agreement is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.

8. **Waiver.** Waiver by either party of any term or condition of this Agreement or any breach will not constitute a waiver of any other term or condition or breach of this Agreement.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the District's employment of DIRECTOR. Neither party has relied upon any oral statements or promises that are not set forth in this document. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or policy. DIRECTOR understands and agrees that any handbooks or policies adopted by the District do not create an express or implied contract between

the District and DIRECTOR. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Agreement on the dates shown below. This Agreement shall not become effective unless and until it is approved by the School Board of the District and signed by both parties.

EMPLOYEE

Dated: _____
Daphne Edwards

INDEPENDENT SCHOOL DISTRICT NO. 273

Dated: _____
School Board Chair

Dated: _____
School Board Clerk

Independent School District No. 273 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, familial status, sexual orientation, or age.

CABINET-LEVEL EMPLOYMENT AGREEMENT

This Cabinet-Level Employment Agreement (“Agreement”) is entered into by and between Independent School District No. 273 (“District”) and Anne Marie Leland (“DIRECTOR”). The District and DIRECTOR are collectively referred to as “the parties.”

WHEREAS, the parties desire to enter into an employment agreement governing the terms and conditions of DIRECTOR’s employment with the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, the parties hereby agree as follows:

1. **Term.** This Agreement will take effect on July 1, 2023 and will terminate on June 30, 2024.

2. **Continuing Contract Law.** The parties agree that DIRECTOR meets the requirements of the continuing contract law under Minnesota Statutes Section 122A.40.

3. **Position.** Subject to the terms of this Agreement, the District hereby agrees to continue to employ DIRECTOR in the position of Director of Community Education and Strategic Partnerships for the District, and Employee hereby accepts the District’s offer of such continued employment.

(a) **Exempt Status.** The position of Director of Community Education and Strategic Partnerships is a full-time position with exempt status under the Fair Labor Standards Act. A basic duty day will be eight (8) hours in length, but DIRECTOR is expected to work the number of hours necessary to perform her job duties and to meet the professional expectations of the job. In light of the exempt status of this position, additional hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any additional compensation. Beyond the basic duty day, DIRECTOR is expected, and may be required, to attend and participate in meetings and school-sponsored events.

(b) **License Required.** Throughout the term of this Agreement, DIRECTOR must maintain a valid license as a Director of Community Education in the State of Minnesota. The failure to maintain a valid license constitutes just cause for immediate termination of this Agreement and discharge from employment.

(c) **Number of Duty Days.** This Agreement requires an annual work year of two-hundred sixty (260) duty days. Prompt and regular attendance is an essential function of the position.

(d) **Duties.** DIRECTOR must perform all duties expected of a Director of Community Education and Strategic Partnerships diligently, in good faith, and to the best of her ability. In addition, DIRECTOR must perform all duties that are assigned or prescribed by the District regardless of whether such duties are specifically described in this Agreement, in a job description, or in a policy, manual, or handbook. DIRECTOR may not, directly or

indirectly, engage or participate in any action or conduct that conflict in any respect with the interests of the District, nor may DIRECTOR engage or participate in any action or conduct that is inconsistent with her job duties, or the vision, mission and core values of the District. DIRECTOR must perform her duties in a trustworthy, ethical, legal, and diligent manner and must use her best efforts to promote the interests of the District. Finally, DIRECTOR must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District.

(e) **District Rights.** The District's Superintendent has the authority to create and modify a written job description for the Director of Community Education and Strategic Partnerships to direct DIRECTOR's job performance; and to oversee and review DIRECTOR's performance. In addition, at any time, the Superintendent may assign new or additional duties to DIRECTOR. The Superintendent may also reassign DIRECTOR at any time to any administrative position for which DIRECTOR is qualified, as determined by the Superintendent.

4. **Salary.** DIRECTOR shall be paid a gross annual salary of one hundred fifty-five thousand nine hundred twenty-three dollars (\$155,923.00), which includes \$4,410.00 in strategic action pay incentive, during the 2023-2024 school year. The District will pay DIRECTOR her gross annual salary in twenty-four (24) roughly equal installments, less applicable withholdings and deductions, in accordance with the District's regular payroll schedule. The District's obligation to make any payments under this Agreement will cease immediately in the event that DIRECTOR resigns or her employment is terminated for any reason. If this Agreement is terminated during the middle of a pay period, the salary paid to DIRECTOR for that period will be prorated and decreased to reflect the number of days actually worked.

5. **Salary Increase for 2022-2023.** DIRECTOR did not receive a salary increase for the 2022-2023 school year and shall therefore be paid a gross lump sum payment of one thousand four hundred fifty-six dollars and forty-four cents (\$1,456.44) on the District's August 30, 2023 payroll.

6. **Benefits in Accordance with Superintendent's Advisory Council Guidebook.** Employee is eligible for insurance and other benefits in accordance with the Superintendent's Advisory Council Guidebook.

7. **Choice of Law and Severability.** This Agreement will be governed by the laws of the State of Minnesota, regardless of whether any change occurs in DIRECTOR's domicile or status as a resident of Minnesota. If any part of this Agreement is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.

8. **Waiver.** Waiver by either party of any term or condition of this Agreement or any breach will not constitute a waiver of any other term or condition or breach of this Agreement.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the District's employment of DIRECTOR. Neither party has relied upon any oral statements or promises that are not set forth in this document. The terms of this Agreement are

contractual and supersede any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or policy. DIRECTOR understands and agrees that any handbooks or policies adopted by the District do not create an express or implied contract between the District and DIRECTOR. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Agreement on the dates shown below. This Agreement shall not become effective unless and until it is approved by the School Board of the District and signed by both parties.

EMPLOYEE

Dated: _____
Anne Marie Leland

INDEPENDENT SCHOOL DISTRICT NO. 273

Dated: _____
School Board Chair

Dated: _____
School Board Clerk

Independent School District No. 273 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, familial status, sexual orientation, or age.

CABINET-LEVEL EMPLOYMENT AGREEMENT

This Cabinet-Level Employment Agreement (“Agreement”) is entered into by and between Independent School District No. 273 (“District”) and Natasha Monsaas-Daly (“DIRECTOR”). The District and DIRECTOR are collectively referred to as “the parties.”

WHEREAS, the parties desire to enter into an employment agreement governing the terms and conditions of DIRECTOR’s employment with the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, the parties hereby agree as follows:

1. **Term.** This Agreement will take effect on July 1, 2023 and will terminate on June 30, 2024.

2. **Continuing Contract Law.** The parties agree that the Continuing Contract Law, Minnesota Statutes section 122A.40, does not apply to the Director of Media and Technology Services position. By signing this Agreement, DIRECTOR knowingly and voluntarily waives any right they may have to claim or assert that the provisions of the Continuing Contract Law apply in any way to the position.

3. **Position.** Subject to the terms of this Agreement, the District hereby agrees to continue to employ DIRECTOR in the position of Director of Media and Technology Services for the District, and Employee hereby accepts the District’s offer of such continued employment.

(a) **Exempt Status.** The position of Director of Media and Technology Services is a full-time position with exempt status under the Fair Labor Standards Act. A basic duty day will be eight (8) hours in length, but DIRECTOR is expected to work the number of hours necessary to perform her job duties and to meet the professional expectations of the job. In light of the exempt status of this position, additional hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any additional compensation. Beyond the basic duty day, DIRECTOR is expected, and may be required, to attend and participate in meetings and school-sponsored events.

(b) **Number of Duty Days.** This Agreement requires an annual work year of two-hundred sixty (260) duty days. Prompt and regular attendance is an essential function of the position.

(c) **Duties.** DIRECTOR must perform all duties expected of a Director of Media and Technology Services diligently, in good faith, and to the best of their ability. In addition, DIRECTOR must perform all duties that are assigned or prescribed by the District regardless of whether such duties are specifically described in this Agreement, in a job description, or in a policy, manual, or handbook. DIRECTOR may not, directly or indirectly, engage or participate in any action or conduct that conflict in any respect with the interests of the District, nor may DIRECTOR engage or participate in any action or conduct that is inconsistent with their job duties, or the vision, mission and core values of

the District. DIRECTOR must perform their duties in a trustworthy, ethical, legal, and diligent manner and must use their best efforts to promote the interests of the District. Finally, DIRECTOR must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District.

(e) **District Rights.** The District's Superintendent has the authority to create and modify a written job description for the Director of Media and Technology Services to direct DIRECTOR's job performance; and to oversee and review DIRECTOR's performance. In addition, at any time, the Superintendent may assign new or additional duties to DIRECTOR. The Superintendent may also reassign DIRECTOR at any time to any position for which DIRECTOR is qualified, as determined by the Superintendent.

4. **Salary.** DIRECTOR shall be paid a gross annual salary of one hundred forty-six thousand eight hundred twenty-one dollars (\$146,821.00), which includes \$4,410.00 in strategic action pay incentive, during the 2023-2024 school year. The District will pay DIRECTOR their gross annual salary in twenty-four (24) roughly equal installments, less applicable withholdings and deductions, in accordance with the District's regular payroll schedule. The District's obligation to make any payments under this Agreement will cease immediately in the event that DIRECTOR resigns or their employment is terminated for any reason. If this Agreement is terminated during the middle of a pay period, the salary paid to DIRECTOR for that period will be prorated and decreased to reflect the number of days actually worked.

5. **Salary Increase for 2022-2023.** DIRECTOR did not receive a salary increase for the 2022-2023 school year and shall therefore be paid a gross lump sum payment of one thousand three hundred sixty-eight dollars and ninety-four cents (\$1,368.94) on the District's August 30, 2023 payroll.

6. **Benefits in Accordance with Superintendent's Advisory Council Guidebook.** Employee is eligible for insurance and other benefits in accordance with the Superintendent's Advisory Council Guidebook.

7. **Choice of Law and Severability.** This Agreement will be governed by the laws of the State of Minnesota, regardless of whether any change occurs in DIRECTOR's domicile or status as a resident of Minnesota. If any part of this Agreement is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.

8. **Waiver.** Waiver by either party of any term or condition of this Agreement or any breach will not constitute a waiver of any other term or condition or breach of this Agreement.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the District's employment of DIRECTOR. Neither party has relied upon any oral statements or promises that are not set forth in this document. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or policy. DIRECTOR understands and agrees that any handbooks or policies adopted by the District do not create an express or implied contract between

the District and DIRECTOR. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Agreement on the dates shown below. This Agreement shall not become effective unless and until it is approved by the School Board of the District and signed by both parties.

EMPLOYEE

Dated: _____

Natasha Monsaas-Daly

INDEPENDENT SCHOOL DISTRICT NO. 273

Dated: _____

School Board Chair

Dated: _____

School Board Clerk

Independent School District No. 273 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, familial status, sexual orientation, or age.

CABINET-LEVEL EMPLOYMENT AGREEMENT

This Cabinet-Level Employment Agreement (“Agreement”) is entered into by and between Independent School District No. 273 (“District”) and Jody Remsing (“DIRECTOR”). The District and DIRECTOR are collectively referred to as “the parties.”

WHEREAS, the parties desire to enter into an employment agreement governing the terms and conditions of DIRECTOR’s employment with the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, the parties hereby agree as follows:

1. **Term.** This Agreement will take effect on July 1, 2023 and will terminate on June 30, 2024.

2. **Continuing Contract Law.** The parties agree that DIRECTOR meets the requirements of the continuing contract law under Minnesota Statutes Section 122A.40.

3. **Position.** Subject to the terms of this Agreement, the District hereby agrees to continue to employ DIRECTOR in the position of Director of Student Support Services for the District, and Employee hereby accepts the District’s offer of such continued employment.

(a) **Exempt Status.** The position of Director of Student Support Services is a full-time position with exempt status under the Fair Labor Standards Act. A basic duty day will be eight (8) hours in length, but DIRECTOR is expected to work the number of hours necessary to perform her job duties and to meet the professional expectations of the job. In light of the exempt status of this position, additional hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any additional compensation. Beyond the basic duty day, DIRECTOR is expected, and may be required, to attend and participate in meetings and school-sponsored events.

(b) **License Required.** Throughout the term of this Agreement, DIRECTOR must maintain a valid license as a Director of Special Education in the State of Minnesota. The failure to maintain a valid license constitutes just cause for immediate termination of this Agreement and discharge from employment.

(c) **Number of Duty Days.** This Agreement requires an annual work year of two-hundred sixty (260) duty days. Prompt and regular attendance is an essential function of the position.

(d) **Duties.** DIRECTOR must perform all duties expected of a Director of Student Support Services diligently, in good faith, and to the best of her ability. In addition, DIRECTOR must perform all duties that are assigned or prescribed by the District regardless of whether such duties are specifically described in this Agreement, in a job description, or in a policy, manual, or handbook. DIRECTOR may not, directly or indirectly, engage or participate in any action or conduct that conflict in any respect with

the interests of the District, nor may DIRECTOR engage or participate in any action or conduct that is inconsistent with her job duties, or the vision, mission and core values of the District. DIRECTOR must perform her duties in a trustworthy, ethical, legal, and diligent manner and must use her best efforts to promote the interests of the District. Finally, DIRECTOR must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District.

(e) **District Rights.** The District's Superintendent has the authority to create and modify a written job description for the Director of Student Support Services to direct DIRECTOR's job performance; and to oversee and review DIRECTOR's performance. In addition, at any time, the Superintendent may assign new or additional duties to DIRECTOR. The Superintendent may also reassign DIRECTOR at any time to any administrative position for which DIRECTOR is qualified, as determined by the Superintendent.

4. **Salary.** DIRECTOR shall be paid a gross annual salary of one hundred eighty-one thousand eighty-nine dollars (\$181,089.00), which includes \$4,410.00 in strategic action pay incentive, during the 2023-2024 school year. The District will pay DIRECTOR her gross annual salary in twenty-four (24) roughly equal installments, less applicable withholdings and deductions, in accordance with the District's regular payroll schedule. The District's obligation to make any payments under this Agreement will cease immediately in the event that DIRECTOR resigns or her employment is terminated for any reason. If this Agreement is terminated during the middle of a pay period, the salary paid to DIRECTOR for that period will be prorated and decreased to reflect the number of days actually worked.

5. **Salary Increase for 2022-2023.** DIRECTOR did not receive a salary increase for the 2022-2023 school year and shall therefore be paid a gross lump sum payment of one thousand seven hundred fifteen dollars (\$1,715.00) on the District's August 30, 2023 payroll.

6. **Benefits in Accordance with Superintendent's Advisory Council Guidebook.** Employee is eligible for insurance and other benefits in accordance with the Superintendent's Advisory Council Guidebook.

7. **Choice of Law and Severability.** This Agreement will be governed by the laws of the State of Minnesota, regardless of whether any change occurs in DIRECTOR's domicile or status as a resident of Minnesota. If any part of this Agreement is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.

8. **Waiver.** Waiver by either party of any term or condition of this Agreement or any breach will not constitute a waiver of any other term or condition or breach of this Agreement.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the District's employment of DIRECTOR. Neither party has relied upon any oral statements or promises that are not set forth in this document. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties and any inconsistent

provisions in any employee handbook or policy. DIRECTOR understands and agrees that any handbooks or policies adopted by the District do not create an express or implied contract between the District and DIRECTOR. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Agreement on the dates shown below. This Agreement shall not become effective unless and until it is approved by the School Board of the District and signed by both parties.

EMPLOYEE

Dated: _____
Jody Remsing

INDEPENDENT SCHOOL DISTRICT NO. 273

Dated: _____
School Board Chair

Dated: _____
School Board Clerk

Independent School District No. 273 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, familial status, sexual orientation, or age.

CABINET-LEVEL EMPLOYMENT AGREEMENT

This Cabinet-Level Employment Agreement (“Agreement”) is entered into by and between Independent School District No. 273 (“District”) and Sonya Sailer (“DIRECTOR”). The District and DIRECTOR are collectively referred to as “the parties.”

WHEREAS, the parties desire to enter into an employment agreement governing the terms and conditions of DIRECTOR’s employment with the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, the parties hereby agree as follows:

1. **Term.** This Agreement will take effect on July 1, 2023 and will terminate on June 30, 2024.

2. **Continuing Contract Law.** The parties agree that the Continuing Contract Law, Minnesota Statutes section 122A.40, does not apply to the Director of Human Resources position. By signing this Agreement, DIRECTOR knowingly and voluntarily waives any right they may have to claim or assert that the provisions of the Continuing Contract Law apply in any way to the position.

3. **Position.** Subject to the terms of this Agreement, the District hereby agrees to continue to employ DIRECTOR in the position of Director of Human Resources for the District, and Employee hereby accepts the District’s offer of such continued employment.

(a) **Exempt Status.** The position of Director of Human Resources is a full-time position with exempt status under the Fair Labor Standards Act. A basic duty day will be eight (8) hours in length, but DIRECTOR is expected to work the number of hours necessary to perform her job duties and to meet the professional expectations of the job. In light of the exempt status of this position, additional hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any additional compensation. Beyond the basic duty day, DIRECTOR is expected, and may be required, to attend and participate in meetings and school-sponsored events.

(b) **Number of Duty Days.** This Agreement requires an annual work year of two-hundred sixty (260) duty days. Prompt and regular attendance is an essential function of the position.

(c) **Duties.** DIRECTOR must perform all duties expected of a Director of Human Resources diligently, in good faith, and to the best of their ability. In addition, DIRECTOR must perform all duties that are assigned or prescribed by the District regardless of whether such duties are specifically described in this Agreement, in a job description, or in a policy, manual, or handbook. DIRECTOR may not, directly or indirectly, engage or participate in any action or conduct that conflict in any respect with the interests of the District, nor may DIRECTOR engage or participate in any action or conduct that is inconsistent with their job duties, or the vision, mission and core values of the District. DIRECTOR must perform

their duties in a trustworthy, ethical, legal, and diligent manner and must use their best efforts to promote the interests of the District. Finally, DIRECTOR must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District.

(e) **District Rights.** The District's Superintendent has the authority to create and modify a written job description for the Director of Human Resources to direct DIRECTOR's job performance; and to oversee and review DIRECTOR's performance. In addition, at any time, the Superintendent may assign new or additional duties to DIRECTOR. The Superintendent may also reassign DIRECTOR at any time to any position for which DIRECTOR is qualified, as determined by the Superintendent.

4. **Salary.** DIRECTOR shall be paid a gross annual salary of one hundred eighty-eight thousand eight hundred eighty-one dollars (\$188,881.00), which includes \$4,410.00 in strategic action pay incentive, during the 2023-2024 school year. The District will pay DIRECTOR their gross annual salary in twenty-four (24) roughly equal installments, less applicable withholdings and deductions, in accordance with the District's regular payroll schedule. The District's obligation to make any payments under this Agreement will cease immediately in the event that DIRECTOR resigns or their employment is terminated for any reason. If this Agreement is terminated during the middle of a pay period, the salary paid to DIRECTOR for that period will be prorated and decreased to reflect the number of days actually worked.

5. **Salary Increase for 2022-2023.** DIRECTOR did not receive a salary increase for the 2022-2023 school year and shall therefore be paid a gross lump sum payment of one thousand seven hundred seventy-three dollars and twenty-five cents (\$1,773.25) on the District's August 30, 2023 payroll.

6. **Benefits in Accordance with Superintendent's Advisory Council Guidebook.** Employee is eligible for insurance and other benefits in accordance with the Superintendent's Advisory Council Guidebook.

7. **Choice of Law and Severability.** This Agreement will be governed by the laws of the State of Minnesota, regardless of whether any change occurs in DIRECTOR's domicile or status as a resident of Minnesota. If any part of this Agreement is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.

8. **Waiver.** Waiver by either party of any term or condition of this Agreement or any breach will not constitute a waiver of any other term or condition or breach of this Agreement.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the District's employment of DIRECTOR. Neither party has relied upon any oral statements or promises that are not set forth in this document. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or policy. DIRECTOR understands and agrees that any handbooks or policies adopted by the District do not create an express or implied contract between

the District and DIRECTOR. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Agreement on the dates shown below. This Agreement shall not become effective unless and until it is approved by the School Board of the District and signed by both parties.

EMPLOYEE

Dated: _____
Sonya Sailer

INDEPENDENT SCHOOL DISTRICT NO. 273

Dated: _____
School Board Chair

Dated: _____
School Board Clerk

Independent School District No. 273 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, familial status, sexual orientation, or age.

CABINET-LEVEL EMPLOYMENT AGREEMENT

This Cabinet-Level Employment Agreement (“Agreement”) is entered into by and between Independent School District No. 273 (“District”) and Randal Smasal (“ASSISTANT SUPERINTENDENT”). The District and ASSISTANT SUPERINTENDENT are collectively referred to as “the parties.”

WHEREAS, the parties desire to enter into an employment agreement governing the terms and conditions of ASSISTANT SUPERINTENDENT’s employment with the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, the parties hereby agree as follows:

1. **Term.** This Agreement will take effect on July 1, 2023 and will terminate on June 30, 2024.

2. **Continuing Contract Law.** The parties agree that the Continuing Contract Law, Minnesota Statutes section 122A.40, does not apply to the ASSISTANT SUPERINTENDENT position. By signing this Agreement, ASSISTANT SUPERINTENDENT knowingly and voluntarily waives any right they may have to claim or assert that the provisions of the Continuing Contract Law apply in any way to the position.

3. **Position.** Subject to the terms of this Agreement, the District hereby agrees to continue to employ ASSISTANT SUPERINTENDENT in the position of ASSISTANT SUPERINTENDENT for the District, and Employee hereby accepts the District’s offer of such continued employment.

(a) **Exempt Status.** The position of ASSISTANT SUPERINTENDENT is a full-time position with exempt status under the Fair Labor Standards Act. A basic duty day will be eight (8) hours in length, but ASSISTANT SUPERINTENDENT is expected to work the number of hours necessary to perform her job duties and to meet the professional expectations of the job. In light of the exempt status of this position, additional hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any additional compensation. Beyond the basic duty day, ASSISTANT SUPERINTENDENT is expected, and may be required, to attend and participate in meetings and school-sponsored events.

(b) **Number of Duty Days.** This Agreement requires an annual work year of two-hundred sixty (260) duty days. Prompt and regular attendance is an essential function of the position.

(c) **Duties.** ASSISTANT SUPERINTENDENT must perform all duties expected of a ASSISTANT SUPERINTENDENT diligently, in good faith, and to the best of their ability. In addition, ASSISTANT SUPERINTENDENT must perform all duties that are assigned or prescribed by the District regardless of whether such duties are specifically described in this Agreement, in a job description, or in a policy, manual, or handbook. ASSISTANT SUPERINTENDENT may not, directly or indirectly, engage or participate in any action or

conduct that conflict in any respect with the interests of the District, nor may ASSISTANT SUPERINTENDENT engage or participate in any action or conduct that is inconsistent with their job duties, or the vision, mission and core values of the District. ASSISTANT SUPERINTENDENT must perform their duties in a trustworthy, ethical, legal, and diligent manner and must use their best efforts to promote the interests of the District. Finally, ASSISTANT SUPERINTENDENT must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District.

(e) **District Rights.** The District's Superintendent has the authority to create and modify a written job description for the ASSISTANT SUPERINTENDENT to direct ASSISTANT SUPERINTENDENT's job performance; and to oversee and review ASSISTANT SUPERINTENDENT's performance. In addition, at any time, the Superintendent may assign new or additional duties to ASSISTANT SUPERINTENDENT. The Superintendent may also reassign ASSISTANT SUPERINTENDENT at any time to any position for which ASSISTANT SUPERINTENDENT is qualified, as determined by the Superintendent.

4. **Salary.** ASSISTANT SUPERINTENDENT shall be paid a gross annual salary of one hundred ninety-four thousand seven hundred forty-six dollars (\$194,746.00), which includes \$4,410.00 in strategic action pay incentive, during the 2023-2024 school year. The District will pay ASSISTANT SUPERINTENDENT their gross annual salary in twenty-four (24) roughly equal installments, less applicable withholdings and deductions, in accordance with the District's regular payroll schedule. The District's obligation to make any payments under this Agreement will cease immediately in the event that ASSISTANT SUPERINTENDENT resigns or their employment is terminated for any reason. If this Agreement is terminated during the middle of a pay period, the salary paid to ASSISTANT SUPERINTENDENT for that period will be prorated and decreased to reflect the number of days actually worked.

5. **Salary Increase for 2022-2023.** ASSISTANT SUPERINTENDENT did not receive a salary increase for the 2022-2023 school year and shall therefore be paid a gross lump sum payment of one thousand eight hundred twenty-nine dollars and sixty-three cents (\$1,829.63) on the District's August 30, 2023 payroll.

6. **Benefits in Accordance with Superintendent's Advisory Council Guidebook.** Employee is eligible for insurance and other benefits in accordance with the Superintendent's Advisory Council Guidebook.

7. **Choice of Law and Severability.** This Agreement will be governed by the laws of the State of Minnesota, regardless of whether any change occurs in ASSISTANT SUPERINTENDENT's domicile or status as a resident of Minnesota. If any part of this Agreement is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.

8. **Waiver.** Waiver by either party of any term or condition of this Agreement or any breach will not constitute a waiver of any other term or condition or breach of this Agreement.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the District's employment of ASSISTANT SUPERINTENDENT. Neither party has relied upon any oral statements or promises that are not set forth in this document. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or policy. ASSISTANT SUPERINTENDENT understands and agrees that any handbooks or policies adopted by the District do not create an express or implied contract between the District and ASSISTANT SUPERINTENDENT. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Agreement on the dates shown below. This Agreement shall not become effective unless and until it is approved by the School Board of the District and signed by both parties.

EMPLOYEE

Dated: _____
Randal Smasal

INDEPENDENT SCHOOL DISTRICT NO. 273

Dated: _____
School Board Chair

Dated: _____
School Board Clerk

Independent School District No. 273 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, familial status, sexual orientation, or age.

CABINET-LEVEL EMPLOYMENT AGREEMENT

This Cabinet-Level Employment Agreement (“Agreement”) is entered into by and between Independent School District No. 273 (“District”) and Mert Woodard (“DIRECTOR”). The District and DIRECTOR are collectively referred to as “the parties.”

WHEREAS, the parties desire to enter into an employment agreement governing the terms and conditions of DIRECTOR’s employment with the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, the parties hereby agree as follows:

1. **Term.** This Agreement will take effect on July 1, 2023 and will terminate on June 30, 2024.

2. **Continuing Contract Law.** The parties agree that the Continuing Contract Law, Minnesota Statutes section 122A.40, does not apply to the Director of Finance and Operations position. By signing this Agreement, DIRECTOR knowingly and voluntarily waives any right they may have to claim or assert that the provisions of the Continuing Contract Law apply in any way to the position.

3. **Position.** Subject to the terms of this Agreement, the District hereby agrees to continue to employ DIRECTOR in the position of Director of Finance and Operations for the District, and Employee hereby accepts the District’s offer of such continued employment.

(a) **Exempt Status.** The position of Director of Finance and Operations is a full-time position with exempt status under the Fair Labor Standards Act. A basic duty day will be eight (8) hours in length, but DIRECTOR is expected to work the number of hours necessary to perform her job duties and to meet the professional expectations of the job. In light of the exempt status of this position, additional hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any additional compensation. Beyond the basic duty day, DIRECTOR is expected, and may be required, to attend and participate in meetings and school-sponsored events.

(b) **Number of Duty Days.** This Agreement requires an annual work year of two-hundred sixty (260) duty days. Prompt and regular attendance is an essential function of the position.

(c) **Duties.** DIRECTOR must perform all duties expected of a Director of Finance and Operations diligently, in good faith, and to the best of their ability. In addition, DIRECTOR must perform all duties that are assigned or prescribed by the District regardless of whether such duties are specifically described in this Agreement, in a job description, or in a policy, manual, or handbook. DIRECTOR may not, directly or indirectly, engage or participate in any action or conduct that conflict in any respect with the interests of the District, nor may DIRECTOR engage or participate in any action or conduct that is inconsistent with their job duties, or the vision, mission and core values of

the District. DIRECTOR must perform their duties in a trustworthy, ethical, legal, and diligent manner and must use their best efforts to promote the interests of the District. Finally, DIRECTOR must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District.

(e) **District Rights.** The District's Superintendent has the authority to create and modify a written job description for the Director of Finance and Operations to direct DIRECTOR's job performance; and to oversee and review DIRECTOR's performance. In addition, at any time, the Superintendent may assign new or additional duties to DIRECTOR. The Superintendent may also reassign DIRECTOR at any time to any position for which DIRECTOR is qualified, as determined by the Superintendent.

4. **Salary.** DIRECTOR shall be paid a gross annual salary of one hundred eighty-eight thousand eight hundred eighty-one dollars (\$188,881.00), which includes \$4,410.00 in strategic action pay incentive, during the 2023-2024 school year. The District will pay DIRECTOR their gross annual salary in twenty-four (24) roughly equal installments, less applicable withholdings and deductions, in accordance with the District's regular payroll schedule. The District's obligation to make any payments under this Agreement will cease immediately in the event that DIRECTOR resigns or their employment is terminated for any reason. If this Agreement is terminated during the middle of a pay period, the salary paid to DIRECTOR for that period will be prorated and decreased to reflect the number of days actually worked.

5. **Salary Increase for 2022-2023.** DIRECTOR did not receive a salary increase for the 2022-2023 school year and shall therefore be paid a gross lump sum payment of one thousand seven hundred seventy-three dollars and twenty-five cents (\$1,773.25) on the District's August 30, 2023 payroll.

6. **Benefits in Accordance with Superintendent's Advisory Council Guidebook.** Employee is eligible for insurance and other benefits in accordance with the Superintendent's Advisory Council Guidebook.

7. **Choice of Law and Severability.** This Agreement will be governed by the laws of the State of Minnesota, regardless of whether any change occurs in DIRECTOR's domicile or status as a resident of Minnesota. If any part of this Agreement is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.

8. **Waiver.** Waiver by either party of any term or condition of this Agreement or any breach will not constitute a waiver of any other term or condition or breach of this Agreement.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the District's employment of DIRECTOR. Neither party has relied upon any oral statements or promises that are not set forth in this document. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or policy. DIRECTOR understands and agrees that any handbooks or policies adopted by the District do not create an express or implied contract between

the District and DIRECTOR. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Agreement on the dates shown below. This Agreement shall not become effective unless and until it is approved by the School Board of the District and signed by both parties.

EMPLOYEE

Dated: _____

Mert Woodard

INDEPENDENT SCHOOL DISTRICT NO. 273

Dated: _____

School Board Chair

Dated: _____

School Board Clerk

Independent School District No. 273 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, familial status, sexual orientation, or age.