

AGREEMENT

THIS AGREEMENT is made and entered into by and between Independent School District No. 363, South Koochiching-Rainy River, Minnesota (hereinafter referred to as “the School District”), Katrine Bender (hereinafter referred to as “Bender”), and the South Koochiching/Rainy River Education Association (hereinafter referred to as “the Association”).

WHEREAS, Bender is employed as a continuing contract teacher by the School District; and

WHEREAS, Bender is represented by the exclusive bargaining representative of teachers employed by the School District, the Association; and

WHEREAS, the Association has negotiated a 2025-2027 Master Agreement (hereinafter referred to as “the CBA”) with the School District setting forth the terms and conditions of employment of all teachers employed by the School District, including Bender; and

WHEREAS, the School District values the ability to predict and plan its staffing needs in advance; and

WHEREAS, Bender has expressed a desire to formally end her employment at the end of the 2026-2027 school year; and

WHEREAS, Bender has also submitted a request for an unpaid leave during the 2026-2027 school year, which is attached hereto as EXHIBIT A; and

WHEREAS, Bender has consulted with the Association and/or her attorney and is fully advised of her legal rights including, but not limited to, her continuing contract rights

under Minnesota Statutes Section 122A.40, her rights under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, her rights under Minnesota Statutes Chapter 179A and any and all rights under the CBA; and

NOW, THEREFORE, IT IS HEREBY AGREED by and between the School District, Bender and the Association as follows:

1. Bender agrees that her written request attached hereto as **Exhibit A** constitutes a resignation/retirement effective June 30, 2027, which shall be irrevocable unless and only if the School Board fails to approve this Agreement as provided herein. Said resignation shall be accepted by the School Board at its next scheduled regular meeting following the execution of this Agreement.

2. In consideration of Bender's resignation, the School District will grant Bender's request for an unpaid leave beginning August 24, 2026 and running through June 30, 2027.

3. The School District shall make the School District's contribution toward the monthly premium for single health insurance for Bender under the School District's group health and hospitalization plan in accordance with Article IX, Section 2 of the CBA, to which Bender currently subscribes, for continued coverage through August 31, 2026. Nothing herein shall affect Bender's rights to continue her health insurance coverage under the School District plan beginning September 1, 2026, at her sole expense, until her retirement at the end of the 2026-27 school year.

4. It is further specifically understood and agreed that the School District has made no representations to Bender regarding Social Security or TRA benefits, or eligibility for benefits pursuant to these sources, which have or may have accrued during the course of

her employment by the School District. It is further specifically understood and agreed that any issues regarding Social Security or TRA which relate to or arise as a result of Bender's resignation and this Agreement are strictly between Bender and Social Security or TRA representatives, and it is specifically understood and agreed that the School District shall have no responsibility or liability for such issues, and Bender hereby releases, indemnifies and holds the School District harmless as to any disputes, claims or other matters arising between Bender and Social Security or TRA.

5. It is specifically understood and agreed by the Association that nothing contained in this Agreement shall constitute, or be interpreted as constituting, a past practice between the School District and the Association.

6. It is also specifically understood and agreed that there are no covenants, promises, undertakings or understandings outside of this Agreement other than those specifically set forth herein.

7. Bender acknowledges by executing this Agreement that she has had an opportunity to discuss the terms of this Agreement with the Association and/or her attorney, and the parties agree that there were no inducements or representations leading to the execution of this Agreement except as expressly contained herein.

8. This Agreement may be signed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Bender will receive a copy of the fully signed Agreement once it has been executed by all parties.

I have read the foregoing Agreement and, by signing, hereby affirm that I fully understand and agree to its terms and application.

Dated: _____, 2026

By: _____
Katrine Bender, Teacher

**SOUTH KOOCHICHING/RAINY RIVER
EDUCATION ASSOCIATION**

Dated: _____, 2026

By: _____
Its: _____

**INDEPENDENT SCHOOL DISTRICT
NO. 363, SOUTH KOOCHICHING-RAINY
RIVER, MINNESOTA**

Dated: _____, 2026

By: _____
Its: Chair of the School Board

Dated: _____, 2026

By: _____
Its: Clerk of the School Board