



Board Meeting Date: 12/2/2024

Title: Proposed 2024-2026 Superintendent's Advisory Council (SAC) Salaries and Guidebook

Type: Consent

Presenter(s): Dr. Stacie Stanley, Superintendent

Description: The Superintendent's Advisory Council is comprised of the School District's eight (8) cabinet members. Cabinet does not engage in collective bargaining for their terms and conditions of employment, with their compensation and benefits recommended by the Superintendent and approved by the School Board. The proposed terms and conditions of employment are reflected in the attached guidebook with underlined font used to represent new language and strikethrough font used to show language to be removed from the guidebook. Each cabinet member has an individual contract that includes their proposed individual salary, which are also attached. Financial highlights of the proposed salaries and benefits include:

1. A market adjustment to provide cabinet members with comparable salaries to our district's comparison school districts in 2024-2025 and a two (2) percent increase in 2025-2026;
2. In exchange for the market adjustment, an elimination of the early retirement payment provision currently contained in the SAC guidebook;
3. Effective January 1, 2025, an increase of \$99.08 per month to the district's contribution towards a single health insurance plan and \$36.66 per month towards single plus one or family insurance plan.

The two-year total package for this proposed agreement is \$3,850,923.00, which represents an increase of \$232,704.00. Using the Minnesota School Board Association's costing formula, the two-year percentage increase is 12.25%. This amount does not reflect future savings the school district will recognize due to the elimination of the early retirement payment provision.

Recommendation: Approve the proposed 2024-2026 SAC salaries and benefits.

Attachments:

1. DRAFT underlined/strikethrough version of proposed 2024-2026 SAC guidebook.
2. Individual contracts for cabinet members.



DEFINING EXCELLENCE

**Superintendent's Advisory Council (SAC)
Benefits Guidebook**

July 1, 2024 through June 30, 2026

Approved by ISD 273 School Board .

SUPERINTENDENT'S ADVISORY COUNCIL BENEFITS GUIDEBOOK

TABLE OF CONTENTS

ARTICLE I.	PURPOSE	4
	Section 1. Purpose	4
ARTICLE II.	DEFINITIONS	4
	Section 1. School District	4
	Section 2. Employee	4
	Section 3. Full-time Employee	4
	Section 4. Part-time Employee	4
	Section 5. Anniversary Date	4
ARTICLE III.	HOLIDAYS AND VACATION	4
	Section 1. Holidays	4
	Section 2. Vacation	4
	Section 3. Calculation of Daily Rate of Pay for Vacation Payout	5
ARTICLE IV.	INSURANCE BENEFITS	5
	Section 1. Selection of Carriers	5
	Section 2. Insurance Coverage	5
	Section 3. Medical and Hospitalization Insurance	5
	Section 4. Dental Insurance	6
	Section 5. Term Life Insurance	6
	Section 6. Accidental Death & Dismemberment Insurance	7
	Section 7. Long-Term Disability Insurance	7
	Section 8. Flexible Spending Plans	7
ARTICLE V.	LEAVES OF ABSENCE	8
	Section 1. Basic Leave	8
	Section 2. Personal Illness Leave	8
	Section 3. Family Illness Leave	8
	Section 4. Bereavement Leave	8
	Section 5. Personal Business Leave	8
	Section 6. Religious Observance Leave	8
	Section 7. Basic Leave Coordination with Workers' Compensation and LTD	8
	Section 8. Emergency Sick Leave Bank Pool	9

Section 9.	Parental Leave.....	10
Section 10.	Judicial Leave.....	11
Section 11.	Emergency Closings.....	11
Section 12.	Superintendent's Discretionary Leave.....	11
ARTICLE VI.	PROFESSIONAL BENEFITS.....	11
Section 1.	Mileage Reimbursement.....	11
Section 2.	Meetings in Pursuit of School District Interests.....	11
Section 3.	Professional Meetings and Leave.....	11
Section 4.	Membership in Professional Organizations.....	11
Section 5.	Membership in Civic Organizations.....	11
Section 6.	Attendance at Conferences on Weekends.....	12
Section 7.	Technology Allowance.....	12
Section 8.	Professional Hazard/Loss Reimbursement.....	12
ARTICLE VII.	RETIREMENT BENEFITS.....	12
Section 1.	Tax-Deferred Matching Contribution.....	12
Section 2.	Health Retirement Account (HRA) Contribution for Employees hired on or after August 1, 2013.....	12
Section 3.	Health Retirement Account (HRA) Contribution for Employees hired before August 1, 2013.....	12
Section 3 4.	Benefits Continuation for Medical and Dental Insurance.....	14
Section 4 5.	Benefits Continuation for Life Insurance.....	14
Section 6.	Early Retirement Payment.....	13

ARTICLE I

Purpose

Section 1. Purpose: This Guidebook provides benefit information for employees who are classified under the Superintendent's Advisory Council ("SAC"). SAC positions are exempt, which are not eligible for overtime.

No provision of this Guidebook is intended to create a contract between the School District and an employee, or to limit the rights of the School District. This Guidebook is a general statement of policy, to be modified and applied by the School District at its discretion.

An employee whose employment is subject to the provisions of Minnesota Statutes, Section 122A.40 may achieve continuing contract status. All other employees are employed on a yearly contract basis.

ARTICLE II

Definitions

Section 1. School District: School District means Edina Public Schools-Independent School District No. 273.

Section 2. Employee: Employee means a person holding a position classified under SAC.

Section 3. Full-time Employee: An employee regularly employed and scheduled to work a minimum of eight (8) hours per day for twelve (12) months each year ~~two hundred sixty (260) days per year.~~

Section 4. Part-time Employee: An employee regularly employed and scheduled to work less than eight (8) hours per day or for fewer than twelve (12) months each year ~~two hundred sixty (260) days per year.~~

Section 5. Anniversary Date: ~~The anniversary date for each employee will be July 1. Employees who begin employment between July 1 and December 31 will be considered employed one year after the first July 1 following their employment date. Employees hired after January 1 will not be considered employed one year until after the second July 1 following their employment date.~~

ARTICLE III

Holidays and Vacation

Section 1. Holidays: Employees are entitled to twelve (12) paid holidays as designated by the School District. Holiday pay is incorporated into an employee's annual salary.

Section 2. Vacation: Full-time employees earn twenty-five (25) days of vacation each year.

Part-time employees who work ~~twelve (12) months~~ ~~two hundred and sixty (260) days~~, but fewer than eight (8) hours per day, earn vacation time in a prorated amount. Employees whose duty year is for fewer than ~~twelve (12) months~~ ~~two hundred and sixty (260) days~~ do not earn vacation.

Vacation is credited to employees as of July 1, but is accrued over the course of the fiscal year. Eligible employees that begin their position after July 1 will receive a prorated amount of vacation for their first year of employment. The scheduling of vacation days is by mutual agreement between the supervisor and employee.

The maximum number of earned and accrued vacation days that may be carried over into the next fiscal year is twenty-five (25) days. In unusual circumstances, the Superintendent may approve additional carryover or up to 10 days of paid vacation at the end of the fiscal year.

An employee properly terminating employment, as determined by the School District, will receive payment for any earned and unused vacation. An employee whose employment is terminated by the School District will receive payment for any earned and unused vacation accrued at the time of termination. An employee who terminates employment and who has used more vacation than earned will have the amount of time overused deducted from their final direct deposit.

Section 3. Calculation of Employee's Daily Rate of Pay for Vacation Payout: To determine a two-hundred sixty (260) day employee's daily rate of pay when calculating vacation payout, the employee's annual base salary is divided by 229 days. If an employee's work year is for fewer than two-hundred sixty (260) days, then the employee's annual base salary is divided by the number of days in the employee's work year.

ARTICLE IV Insurance Benefits

Section 1. Selection of Carriers: The selection of insurance carriers and policies will be made by the School District.

Section 2. Insurance Coverage: The provisions described in this Guidebook are general statements of the insurance coverage provided to employees. An employee's eligibility for coverage is governed by the terms of the master insurance contracts between the School District and individual insurance carriers.

Section 3. Medical and Hospitalization Insurance: The School District will contribute a monthly amount, not to exceed the amounts listed below, towards the monthly premium cost for the School District's current medical and hospitalization plans for each full-time employee who qualifies for and is enrolled in the plan. Participation in the medical insurance plan is voluntary. The maximum monthly School District contributions toward the premium are as follows:

Type of Coverage	Monthly School District Contribution As of January 1, 2023	Monthly School District Contribution As of January 1, 2025
Single	\$ 625.92	\$ 725.00
Single + One	\$1,342.88	\$1,379.54
Family	\$1,764.06	\$1,800.72

The employee will contribute through payroll deduction, any excess monthly premium over the School District contribution toward the type of medical and hospitalization coverage for which the employee is enrolled. If the School District's contribution exceeds the insurance premium, any excess will be paid in salary to the employee. A part-time employee shall receive a district contribution towards medical and hospitalization insurance in a prorated amount proportional to their employment.

Where two full-time employees are married and at least one of them is in a position covered by this Guidebook, and both employees are enrolled in a single plus one or family medical insurance plan through the School District with one employee waiving coverage and covered as a dependent on the other employee's elected plan, then the employee who has elected the medical insurance plan will receive a monthly contribution in an amount equal to the School District contribution under their Guidebook for a single plus one plan (if enrolled in a single plus one plan), or a family plan (if enrolled in a family plan), plus the amount of the School District's contribution towards a single medical insurance plan under their spouse's Guidebook or collective bargaining agreement. Any balance remaining after married full-time employees have applied their pooled School District insurance contributions towards their selected medical insurance plan remains with the School District.

Section 4. Dental Insurance: The School District will offer a dental insurance plan to full-time employees and contribute monthly amounts, not to exceed the amounts listed below, towards the monthly premium costs for such dental plan.

Type of Coverage	School District's Monthly Contribution
Single	\$40
Single + One	\$75
Family	\$121

The employee will contribute through payroll deduction, any excess monthly premium over the School District contribution toward the type of dental coverage for which the employee is enrolled. A part-time employee shall receive a district contribution towards dental insurance in a prorated amount proportional to their employment.

Section 5. Term Life Insurance: An employee is eligible for basic group term life insurance coverage in whole thousands to an amount equal to two times the employee's base annual

salary. The School District pays the entire premium for this coverage.

An employee may apply for supplemental coverage in an amount up to the whole thousands of the employee's basic annual salary. Premiums for this coverage will be paid by the employee through payroll deduction.

An employee who elects to take and is approved by the insurance carrier for the maximum supplemental life insurance coverage will receive an additional School District paid supplemental coverage in an amount equal to the employee's basic annual salary rounded up to the next whole thousand.

An employee may apply for supplemental group term life insurance coverage for a spouse or dependent child as stipulated in the supplemental life insurance certificate. Premiums for this coverage will be paid by the employee through payroll deduction.

If the School District changes the life insurance carrier, no reduction in the dollar value of the payable benefit will occur.

Section 6. Accidental Death and Dismemberment Insurance: An employee is eligible for accidental death and dismemberment insurance coverage in an amount equal to four times the employee's base annual salary rounded up to the next whole thousand. The School District pays the entire premium for this coverage.

Section 7. Long-Term Disability Insurance: The School District will provide income protection insurance for each employee in the amount of two-thirds (2/3) of the employee's basic salary up to a maximum benefit of \$10,000 per month. Payments begin after sixty-five (65) days of continuous absence due to disability and (1) continue to age seventy (70); or (2) if the disabling event occurs after age seventy (70), payments will occur for twelve (12) months; or (3) if the disabling event occurs prior to age seventy (70) but continues after age seventy (70) and the employee has not received twelve (12) months in benefits, payments will occur for 12 months. Long-term disability benefits are available after age sixty-five (65) according to a schedule set forth in a revised insurance certificate, and the amount of the benefit is coordinated with Social Security. The School District pays the entire premium.

An employee receiving long-term disability insurance benefits remains eligible for the School District contribution for medical and hospitalization insurance.

Section 8. Flexible Spending Plans: An eligible employee may participate in the Flexible Benefits Plan established by the School District Employer pursuant to Section 125 of the Internal Revenue Code.

ARTICLE V

Leaves of Absence

Section 1. Basic Leave: Full-time employees earn eighteen (18) days of basic leave each year. A newly hired employee will receive a one-time basic leave allowance of thirty-five (35) days in addition to the amount granted annually. Part-time employees earn basic leave in a prorated amount. Basic leave is credited to employees as of July 1, but is accrued over the course of the fiscal year. An employee who is hired or whose employment is terminated will have their basic leave allowance prorated for a partial fiscal year. Unused basic leave may accumulate without limit.

Section 2. Personal Illness Leave: An employee may use one (1) day of accumulated basic leave for each day of personal illness. An employee who has been absent may be required to present a statement to the human resources department from a physician verifying an illness that prevented the employee from working and certifying that the employee has recovered sufficiently to return to the employee's normal duties, as allowed by law. An employee who is absent for more than five (5) consecutive duty days will be required to present this certification.

Section 3. Family Illness Leave: For absence because of illness in the family, the employee may deduct a reasonable number of days per incident from accumulated basic leave at no salary deduction. The family includes husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, or others required per state law. When a physician certifies that in-home care is essential because of illness or injury of the employee's spouse, the employee may deduct a reasonable number of days from accumulated basic leave allowance at no salary deduction.

Section 4. Bereavement Leave: With approval of the human resources department, an employee may use a reasonable amount of accumulated basic leave due to the death of a family member or friend.

Section 5. Personal Business Leave: An employee may use up to four (4) days of accumulated basic leave each fiscal year for the transaction of personal business that cannot be completed outside of business hours. Requests for personal business leave must be submitted to the employee's immediate supervisor at least three (3) duty days in advance of the requested date, except in cases of extreme emergency.

Section 6. Religious Observance Leave: An employee may use up to three (3) days of accumulated basic leave each fiscal year for required religious observance. To qualify, dates must be recognized as religious holidays. Basic leave may not be used where alternative observance options exist. Requests for religious observance leave must be submitted to the human resources department at least three (3) duty days in advance of the requested date.

Section 7. Basic Leave Coordination with Workers' Compensation and Long-term Disability Benefits: An employee receiving compensation pursuant to the Workers' Compensation law or

long-term disability insurance may elect to use accrued basic leave in order to make up the difference between the workers' compensation or long-term disability payments and the employee's regular rate of pay. In no event shall the additional amount paid to the employee through the use of basic leave result in the payment of total daily, weekly, or monthly compensation in excess of such employee's regular rate of pay.

Section 8. Emergency Sick Leave Bank (ESLB) ~~Sick Leave Pool~~: An emergency sick leave bank (ESLB) exists for qualifying employees who have exhausted all paid leave options including basic leave, workers' compensation (if applicable), and any other state and/or federal paid leave programs. The ESLB also includes eligible members of the Edina Administrative Council (EAC) and employees whose positions are contained in the Non-Affiliated Employee guidebook. Employees may apply for days from the ESLB when they are experiencing or will experience a medical emergency, or their immediate family member is experiencing or will experience a medical emergency. A "medical emergency" is defined as a medical condition of the employee (or their immediate family member) that will require the prolonged absence of the employee from duty (five (5) or more consecutive days) and will result in a substantial loss of income to the employee because the employee has or will have exhausted all forms of paid leave. The medical condition must be recognized by the mainstream medical community to be deemed an eligible medical condition for the ESLB program. The ESLB will be filled by donations made by other employees to support colleagues experiencing such circumstances.

Employees will be notified of the open enrollment for participation in the ESLB at the beginning of employment. Employees who wish to participate in the ESLB are required to donate one (1) basic leave day within thirty (30) days of their start date with the Employer. All donations are confidential and nonrefundable. Once a day is donated, an employee cannot retract or reclaim the donated basic leave for any reason.

If at any point the ESLB is not self-sustaining, the Employer may request additional donations. Employees that did not donate at the beginning of their employment may choose to participate at that time by donating one (1) basic leave day within the open enrollment period. Open enrollment may be allowed at other times with the mutual agreement of the Employer and SAC.

Recipient Eligibility. Membership will be open to all regularly contracted employees. An employee who has exhausted all forms of paid leave may apply for leave from the ESLB for a medical emergency, as defined above, by submitting a written application and a medical certification from the employee or immediate family member's treating physician to the Human Resources Department. Employees may not begin to use sick leave from the ESLB until the Employer has approved the written application. No application will be approved if the ESLB does not contain donated days of leave.

No employee may withdraw more than sixty-five (65) days from the ESLB during their career with the Employer unless the Employer and the SAC agree to a greater number of days for a life-threatening medical emergency. No employee may withdraw days from the ESLB for use on

non-contract days.

Employees will immediately become ineligible for the ESLB if they become eligible to receive long-term disability benefits, workers' compensation, state and/or federal paid leave benefits, or other pay or other benefits in place of any part of their salary.

A sick leave pool exists for eligible employees who have exhausted their accumulated basic leave. The purpose of the sick leave pool is to provide additional basic leave days to those employees suffering from a catastrophic accident, illness, or a recurring illness. The sick leave pool coordinates with an employee's long-term disability ("LTD") benefit that may begin after an employee has been absent from work for sixty-five (65) consecutive workdays. After sixty-five (65) consecutive days of absence, the employee is no longer eligible to draw from the sick leave pool. The employee may, however, be eligible for LTD benefits as determined by the School District's LTD carrier.

Section 9. Parental Leave: An employee may be granted a full-time leave of absence without pay for a period of up to twelve (12) months for the purpose of providing care and bonding with their newborn or newly adopted child or children. Written application for such leave must be submitted to the human resources department at least four (4) months prior to the expected commencement of the leave when possible. This notice requirement may be waived in cases of emergency. Any period of parental leave approved under this Article runs concurrently with any applicable period of leave for which the employee is eligible under state and/or federal law. Parental leave may be granted to begin immediately upon the termination of any period of disability resulting from pregnancy and childbirth or the date of placement of an adopted child. By mutual agreement between the School District and employee, parental leave may also be granted to begin before any period of physical disability resulting from the pregnancy. Once a parental leave without pay has commenced, accumulated basic leave pay is no longer available for the remainder of the leave without pay.

An employee may return to work prior to the date designated in the approved parental leave notice only as approved by the School District in its sole discretion. Failure to return to work on the designated date will be considered a voluntary termination of employment unless a leave extension is approved by the School District.

An employee returning from parental leave will be returned to the position held when placed on leave, or if not available, to any other position for which the employee is licensed and qualified as determined by the School District. Any earned and unused basic leave accumulated at the commencement of an employee's parental leave will be credited to the employee upon their return.

An employee on an approved parental leave remains eligible for participation in the School District's health, dental, and life insurance programs via the Consolidated Omnibus Budget Reconciliation Act (COBRA). To continue such coverage, an employee must remit their premium payments directly to the School District's third-party COBRA administrator within the

required timelines.

Any period of parental leave approved under this Article runs concurrently with any applicable period of leave for which the employee is eligible under state and/or federal law.

Section 10. Judicial Leave: Employees called upon to serve as a juror in a federal or state court, or subpoenaed as a witness in a court proceeding, will be granted a leave of absence for the time the employee is required to be at the courthouse. Employees will receive all pay and other benefits that would have accrued had they been working during the period of absence for judicial leave, less any compensation received from court administration.

Section 11. Emergency Closings: In cases of emergency School District closings, an employee may work remotely as approved by the Superintendent.

Section 12. Superintendent's Discretionary Leave: Any circumstance that arises necessitating the absence of an employee not specifically included in any of the sections above may be granted as discretionary leave. This leave must be approved in advance by the Superintendent.

ARTICLE VI Professional Benefits

Section 1. Mileage Reimbursement: Approved mileage for work-related travel outside of the School District is reimbursed at the current IRS mileage rate.

Section 2. Meetings in Pursuit of School District Interests: The School District will reimburse an employee for necessary expenses incurred while attending authorized meetings representing the interests of the School District.

Section 3. Professional Meetings and Leave: The School District will reimburse an employee for necessary expenses incurred for approved attendance at local, state, and national conventions, conferences, workshops, seminars, and institutes.

Section 4. Membership in Professional Organizations: Membership in professional organizations may enhance the employee's ability to exercise educational leadership within the School District. When the School District requests that an employee belong to a professional organization, either for a specific fiscal year or on a continuing basis, the School District will reimburse the employee for all fees paid by the employee.

The School District will pay the membership fees for each employee for a minimum of one (1) approved national organization and a minimum of one (1) approved state organization. An employee's selection of a state or national organization is subject to approval by the Superintendent.

Section 5. Membership in Civic Organizations: The School District will pay all membership and

related expenses for local civic organizations where the employee represents the School District. The memberships must be preapproved by the Superintendent.

Section 6. Attendance at Conferences on Weekends: When attending conventions or other professional meetings as requested by the School District, it may be necessary for an employee to attend meetings or travel to or from the meeting site on weekends. As a professional exempt employee, the employee may be flexible in the employee's workweek when weekend meetings or travel occur.

Section 7. Technology Allowance: An employee is eligible for up to \$400 per year as a technology allowance. In order to receive the allowance of \$400, or a portion thereof, the employee must submit a request for reimbursement and approval from the employee's supervisor. The employee may carryover this allowance, up to a maximum of \$2000. Appropriate use of this allowance may include, but is not limited to, hardware/software for professional use that will mutually benefit the School District and the employee. The technology allowance will not be distributed in salary or payout to an employee.

Section 8. Professional Hazard/Loss Reimbursement: An employee who incurs loss of or damage to personal property as a result of student, employee or parent vandalism may submit a written request for reimbursement to the Superintendent. The School District will consider each request for reimbursement on its own merits. Any reimbursement will be reduced by the amount of any insurance claims and restitution received.

ARTICLE VII

Retirement Benefits

Section 1. Tax-Deferred Matching Contribution: Employees may participate in the School District's tax-deferred plan by contributing a portion of their annual base salary to the plan. The annual year for the School District matching contributions is January 1 through December 31. All contributions must be made to a School District approved 403(b) vendor of the employee's choice. The employee is responsible for making all arrangements required with the 403(b) vendor to ensure that proper payment can be made. The School District's contribution is not payable unless the employee authorizes a salary contribution up to the matching amount the employee is eligible to receive. The School District's match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after initial eligibility.

The School District will contribute up to three (3) percent of the employee's annual base salary up to a maximum of \$4,250 on an annual basis towards the School District's 403(b) plan when the contribution is matched by the employee. The School District's contribution will not affect the employee's base salary.

Section 2. Contribution to Health Reimbursement Account ("HRA") for Employees hired on or after August 1, 2013:

- a) The School District makes an annual contribution into an HRA in accordance with Schedule A below for the first ten (10) years of an employee's employment, with a maximum total Employer contribution of up to \$90,000 throughout an employee's career.
- b) The School District's contribution to the HRA for employees hired after August 1, 2013, does not vest with the employee until the employee has been employed seven (7) consecutive years by the School District. Upon an employee's departure from the School District, contributions not vested revert back to the School District.
- c) The School District retains control of any HRA contributions on behalf of an employee until those funds have vested. The School District remain responsible to invest any funds and pay associated fees until the funds vest with the employee, at which point those responsibilities are transferred to the employee.
- d) The School District deposits the below noted contribution into the HRA by June 30 of the completed year of service.

Schedule A (Employees hired on or after 8/1/2013)	
Year 1	\$2,500
Year 2	\$2,500
Year 3	\$2,500
Year 4	\$2,500
Year 5	\$5,000
Year 6	\$5,000
Year 7	\$10,000
Year 8	\$15,000
Year 9	\$20,000
Year 10	\$25,000

Section 3. Contribution to Health Reimbursement Account ("HRA") for Employees hired before August 1, 2013:

- a) The School District makes an annual contribution into an HRA in accordance with Schedule B throughout the first eight (8) years of an employee's employment, with a possible total School District contribution of up to \$90,000 throughout an employee's career.
- b) The School District's contribution to the HRA for the employees hired on or before August 1, 2013, does not vest with the employee until the fifth (5th) year of contribution. Contributions not vested revert back to the School District.
- c) The School District retains control of any HRA on behalf of an employee until those funds have vested. The School District remains responsible to invest any funds and pay any associated fees until the funds vest with the employee, at which point those

responsibilities are transferred to the employee.

- d) The School District deposits the below noted contribution into the HRA by June 30 of the completed year of service.

Schedule B (Employees hired before 8/1/2013)		
Year 1	\$5,000	
Year 2	\$5,000	
Year 3	\$5,000	
Year 4	\$5,000	
Year 5	\$10,000	Vested
Year 6	\$15,000	
Year 7	\$20,000	
Year 8	\$25,000	

Section 34. Benefits Continuation for Medical and Dental Insurance: In order to be eligible to continue the benefits defined in this Section, an employee must have met the requirements for insurance continuation under Minnesota law. An employee who meets these eligibility requirements for insurance continuation under Minnesota law is eligible, upon terminating employment with the School District, to continue to participate in the School District dental and medical insurance at the employee's expense until the employee reaches Medicare eligibility.

Section 45. Benefit Continuation for Life Insurance: An employee (1) who retires after age fifty five (55); (2) qualifies for the retirement incentive in Section 6 of this Article; and (3) has worked at least twenty (20) years as an employee in an accredited institution of education, or for other governmental employers, may select one of the following life insurance continuation options:

Option 1: \$50,000 of life insurance through age eighty nine (89). To qualify for \$50,000 of paid coverage, an employee must have \$50,000 or more in basic life insurance immediately prior to retirement and maintain at least \$50,000 of coverage during retirement at the employee's expense until age sixty five (65). When the retiree reaches age sixty five (65), \$50,000 of coverage will remain in force with no further premiums payable through age eighty nine (89).

Option 2: The employee may continue any coverage in force until age seventy (70) by continuing to pay the full premium.

Section 6. Early Retirement Payment:

- a) **Eligibility.** To be eligible for the early retirement payment described below, an employee must (1) be retiring after age fifty (50); (2) have been a full-time employee of the Edina School District for a minimum number of consecutive full years as per the schedules below; (3) not be returning to employment with the School District; and (4) not be discharged for cause, misconduct, inefficiency, incompetence or any other disciplinary reason, as determined by the School District. If an active employee or retiree who

qualifies for the early retirement payments dies before applying for or receiving all payments, the amount the employee would have received is paid to the deceased employee's estate.

- b) **Deadline for Application.** An application for early retirement payment for retirement on June 30 must be submitted to the human resources department by February 1.
- c) **Distribution of Early Retirement Payment.** An employee, who is eligible for the early retirement payment, will receive payment in two installments. The first payment will be on the last day of the month the employee retires in an amount equal to two thirds ($\frac{2}{3}$) of the early retirement payment amount. The remaining one third ($\frac{1}{3}$) will be paid the following January 15. The early retirement payments (early retirement incentive payment and basic leave conversion payment) will be deposited in the employee's 403(b) account.
- d) **Calculation of Employee's Daily Rate of Pay.** To determine a two hundred sixty (260) day employee's daily rate of pay when calculating an early retirement payment, the employee's annual base salary is divided by 229 days. If an employee's work year is for fewer than two hundred sixty (260) days, then the employee's annual base salary is divided by the number of days in the employee's work year.
- e) **Calculation of Early Retirement Incentive Payment.** An employee will receive an early retirement incentive payment in an amount described below. The daily rate of pay is calculated from the last year of full time service. The number of days for the early retirement incentive payment calculation is listed below.

Years of Completed Service	Number of Days
7-9 Years	91 days
10+ Years	114 days

- f) **Calculation of Basic Leave Conversion Payment.** In addition to the early retirement incentive payment, an employee will receive a basic leave conversion for unused basic leave days, in an amount described below. The payment equals the number of accumulated unused basic leave days, not to exceed the maximum number of days in the table below, multiplied by the daily rate of pay for the employee. The number of duty days and the daily rate of pay are calculated from the last year of full time service.

Years of Completed Service	Maximum Number of Days
7-9 Years	88 days
10-14 Years	92 days
15-19 Years	95 days
20 or More Years	97 days

CABINET-LEVEL EMPLOYMENT AGREEMENT

This Cabinet-Level Employment Agreement ("Agreement") is entered into by and between Independent School District No. 273 ("District") and **Dr. 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 is for a period of two (2) years. It will take effect on July 1, 2024 and will terminate on June 30, 2026.

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 DIRECTOR 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 their 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) **Duty Year.** The DIRECTOR's duty year is for the twelve (12) month duty year. The DIRECTOR performs services on those legal holidays on which the District is authorized to conduct school/business if the Superintendent so determines. 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.

(d) **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 sixty thousand nine hundred eighty-four dollars (\$160,984.00) for the 2024-2025 school year and two (2) percent more for the 2025-2026 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.** DIRECTOR 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.

DIRECTOR

Dated: 11/1/25


Dr. 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 is for a period of two (2) years. It will take effect on July 1, 2024 and will terminate on June 30, 2026.

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 DIRECTOR 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 their 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) **Duty Year.** The DIRECTOR's duty year is for the twelve (12) month duty year. The DIRECTOR performs services on those legal holidays on which the District is authorized to conduct school/business if the Superintendent so determines. 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.

(d) **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 eighty-five thousand dollars (\$185,000.00) for the 2024-2025 school year and two (2) percent more for the 2025-2026 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.** DIRECTOR 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.

DIRECTOR

Dated: 11.21.24


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 is for a period of two (2) years. It will take effect on July 1, 2024 and will terminate on June 30, 2026.

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 DIRECTOR 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 their 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) **Duty Year.** The DIRECTOR's duty year is for the twelve (12) month duty year. The DIRECTOR performs services on those legal holidays on which the District is authorized to conduct school/business if the Superintendent so determines. 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.

(d) **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 fifty-three thousand eight hundred seventeen dollars (\$153,817.00) for the 2024-2025 school year and two (2) percent more for the 2025-2026 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.** DIRECTOR 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.

DIRECTOR

Dated: 11/21/24


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 is for a period of two (2) years. It will take effect on July 1, 2024 and will terminate on June 30, 2026.

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 DIRECTOR 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 their 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) **Duty Year.** The DIRECTOR's duty year is for the twelve (12) month duty year. The DIRECTOR performs services on those legal holidays on which the District is authorized to conduct school/business if the Superintendent so determines. 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 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 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 position for which DIRECTOR is qualified, as determined by the Superintendent.

4. **Salary.** DIRECTOR shall be paid a gross annual salary of one hundred seventy-nine thousand three hundred eleven dollars (\$179,311.00) for the 2024-2025 school year and two (2) percent more for the 2025-2026 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.** DIRECTOR 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.

DIRECTOR

Dated: 11/19/24



Dr. 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 **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 is for a period of two (2) years. It will take effect on July 1, 2024 and will terminate on June 30, 2026.

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 DIRECTOR 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 their 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) **Duty Year.** The DIRECTOR's duty year is for the twelve (12) month duty year. The DIRECTOR performs services on those legal holidays on which the District is authorized to conduct school/business if the Superintendent so determines. 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 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 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 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-nine thousand dollars (\$189,000.00) for the 2024-2025 school year and two (2) percent more for the 2025-2026 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.** DIRECTOR 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.

DIRECTOR

Dated: 11/19/24


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 is for a period of two (2) years. It will take effect on July 1, 2024 and will terminate on June 30, 2026.

2. **Continuing Contract Law.** The parties agree that the Continuing Contract Law, Minnesota Statutes section 122A.40, does not apply to the Executive 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 Executive Director of Human Resources for the District, and DIRECTOR hereby accepts the District's offer of such continued employment.

(a) **Exempt Status.** The position of Executive 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 their 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) **Duty Year.** The DIRECTOR's duty year is for the twelve (12) month duty year. The DIRECTOR performs services on those legal holidays on which the District is authorized to conduct school/business if the Superintendent so determines. Prompt and regular attendance is an essential function of the position.

(c) **Duties.** DIRECTOR must perform all duties expected of an Executive 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.

(d) **District Rights.** The District's Superintendent has the authority to create and modify a written job description for the Executive 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 two hundred twenty thousand dollars (\$220,000.00) for the 2024-2025 school year and two (2) percent more for the 2025-2026 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.** DIRECTOR 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.

DIRECTOR

Dated: 11/19/24

Sonya Sailer
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 **Nathan Swenson** ("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 is for a period of two (2) years. It will take effect on July 1, 2024 and will terminate on June 30, 2026.

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 ASSISTANT SUPERINTENDENT 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 their 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) **License Required.** Throughout the term of this Agreement, ASSISTANT SUPERINTENDENT must maintain a valid license as a Superintendent 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) **Duty Year.** The ASSISTANT SUPERINTENDENT's duty year is for the twelve (12) month duty year. The ASSISTANT SUPERINTENDENT performs services on those legal holidays on which the District is authorized to conduct school/business if the

Superintendent so determines. Prompt and regular attendance is an essential function of the position.

(d) **Duties.** ASSISTANT SUPERINTENDENT must perform all duties expected of an 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 two hundred twenty-three thousand five hundred dollars (\$223,500.00) for the 2024-2025 school year and two (2) percent more for the 2025-2026 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. **Benefits in Accordance with Superintendent's Advisory Council Guidebook.** ASSISTANT SUPERINTENDENT 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 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.

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 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.

ASSISTANT SUPERINTENDENT

Dated: 11/20/24



Nathan Swenson

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 is for a period of two (2) years. It will take effect on July 1, 2024 and will terminate on June 30, 2026.

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 DIRECTOR 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 their 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) **Duty Year.** The DIRECTOR's duty year is for the twelve (12) month duty year. The DIRECTOR performs services on those legal holidays on which the District is authorized to conduct school/business if the Superintendent so determines. 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 two hundred fifteen thousand two hundred thirteen dollars (\$215,213.00) for the 2024-2025 school year and two (2) percent more for the 2025-2026 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.** DIRECTOR 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.

DIRECTOR

Dated: November 19, 2024

Mert Woodard
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.