



EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the “Agreement” or “Contract”) is made by and between Brett Wedlund (the “Employee” or “Executive Director”) and Nova Classical Academy (“ Nova Classical”). Employee and Nova Classical may also be referred to as “Party” or “Parties”. In consideration of the promises set forth in this Agreement, the Parties agree as follows:

1. Nature and Capacity of Employment and Contingencies.

Nova Classical agrees to employ Employee as the Executive Director of Nova Classical effective July 1, 2025, pursuant to the terms of this Agreement and to provide the benefits set forth herein contingent on the Employee maintaining required licensures and supporting credentials. Employee agrees to perform the functions of this position pursuant to the terms of this Agreement.

1.1 Executive Director Duties.

The Executive Director will have charge of the administration of Nova Classical under the direction of the Board and must faithfully and with best efforts perform all duties set forth herein, in the Executive Director Job Description, and as assigned by the Board.

1.2 Performance of Duties.

The Executive Director shall in all respects fully conform to and comply with all lawful policies, regulations, bylaws, rules, directives, instructions from the Board, and practices of Nova Classical, except as expressly waived, in writing, by the Board of Directors. The Executive Director shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. The Executive Director shall perform the duties in a trustworthy, ethical, legal, and diligent manner, using his best efforts to promote and serve the interests and mission of Nova Classical.

1.3 Support of Authorizer.

Employee shall also support Nova Classical’s mission by partnering with and providing requested information and assistance to Nova Classical’s authorizer and other relevant agencies/organizations.

2. Term of Employment.

Unless modified earlier by the mutual written consent of the Parties or terminated earlier by either Party pursuant to the terms herein, this Contract shall be in full force and effect from July 1, 2025, until June 30, 2028 (the “Term”). Unless terminated earlier, this Contract will automatically expire at the end of the Term. Upon expiration or termination, neither Party will have any further claim against the other, including for severance pay, and Nova Classical’s employment of the Executive Director will automatically end unless the Parties enter into a subsequent employment agreement.

3. Compensation.

3.1 Salary. Nova agrees to pay to Employee an annual salary of One Hundred and Eighty Eight Thousand and no/100 Dollars (\$188,000.00) from July 1, 2025, to June 30, 2026, One



Know Yourself. Know The World.

NOVA CLASSICAL
ACADEMY™

Hundred Ninety One Thousand Seven Hundred Sixty and no/100 Dollars (\$191,760.00) from July 1, 2026, to June 30, 2027, and One Hundred Ninety-Five Thousand Five Hundred Ninety Five and no/100 Dollars (\$195,595.00) from July 1, 2027, to June 30, 2028. These amounts are characterized as Employee's "Salary".

3.2 Proration and Reductions. Employee will be paid a prorated amount for any semi-monthly pay period in which Employee is not employed by Nova Classical for the entirety of the pay period. The annual salary may be modified but shall not be reduced unless twenty-five or more percent of Nova Classical's employees' pay are also being reduced as determined by the Board consistent with Nova Classical's response to financial need.

3.3 Deductions. Employee acknowledges that all payments made under this Agreement will be in accordance with Nova Classical's normal payroll practices and subject to deductions and withholding which Nova Classical is obligated by law or authorized by policy or the Employee to deduct.

3.4 Employee Benefits.

3.4.1 Insurance Benefits.

The Employee shall receive benefits during the Term as identified in the Benefits Packet and Summary applicable to the Executive Director.

3.4.2 Personal Time Off.

Employee shall receive twenty (20) days of Personal Time Off ("PTO") for each year of the Term of this Agreement. Employee will accrue these PTO days in full each year of the Term on July 1. Employee will minimize use of PTO while school is in session. If Employee has a personal circumstance or emergency for which the Employee seeks to take more than five (5) continuous days of PTO while school is in session, Employee will obtain written authorization from the Board Chair. The PTO days shall be available in addition to any days off. Employee may receive due to holidays or other occasions on which Nova Classical's offices are officially closed according to the Board-approved school calendar. Employee may carry over up to 10 days of unused PTO from each year of the Term into the next year of the Term. Employee will not receive payout of unused PTO if this Agreement expires, is terminated by mutual consent or if Employee's employment is terminated by Nova Classical. Except as provided in Paragraph 6.5, Employee will receive payout of unused PTO at a rate of One Hundred and Thirty and no/100 Dollars (\$130.00) per day, provided Employee submits timely written notice of resignation.

4. Employment Exclusivity.

During the Term, the Employee shall devote full-time year-round employment to Nova Classical. It is expected that the Employee will complete the essential tasks identified in their job description. It is expected that to complete these tasks the employee will generally work forty (40) hours or more per week. However, the specific hours worked may vary from week to week based on the needs of Nova Classical. While the Board wants to ensure that the Employee has sufficient work/life balance, it reserves the right to direct the Employee to work hours necessary to conduct the business of Nova



Classical, including, but not limited to, attendance at meetings of the Board. While the Executive Director shall devote full time and due diligence to the affairs and the activities of Nova Classical, the Executive Director may serve as a consultant to other schools, districts, or other educational agencies, lecture, engage in writing and speaking activities, and engage in other activities (“Other Activities”), all of which must not impede the Executive Director’s ability to perform the Executive Director’s job duties. The Executive Director must notify the Board, in writing whenever engaging in any Other Activities. If the Executive Director engages in Other Activities which results in payment or other compensation or which requires more than two workdays, the Executive Director must receive the prior written approval of the Board.

5. Discipline, Evaluation and Termination of Employment Agreement.

The Parties agree that the Executive Director will be subject to evaluation and that this Employment Agreement may be terminated only as provided in this Section 6.

5.1 Mutual Consent to Terminate Agreement.

The Parties may terminate this Agreement at any time pursuant to mutual written consent.

5.2 Discipline of Executive Director.

Nothing in this Agreement shall be construed to affect or prevent Nova Classical and/or the Board, in its sole discretion, to impose discipline on the Employee for performance deficiencies, failures, mistakes or misconduct, including, but not limited to, written reprimand or unpaid suspension. Other than termination of employment as a disciplinary action, which is subject to arbitration, as described in Paragraph 6.4, the appropriate level of discipline to be imposed on the Employee will be subject to the sole discretion of the Board and will not be subject to grievance or arbitration. In addition, Nova Classical and/or the Board shall have the right to place the Executive Director on paid leave as deemed in the interests of Nova Classical.

5.3 Performance Evaluation by Board.

The Board, in consultation with the Executive Director, shall define written annual goals and performance objectives as it determines necessary to achieve the educational mission of Nova Classical. The Board or Board designees shall review and evaluate the performance of the Executive Director at least bi-annually, which review, and evaluation shall include an assessment of the Employee’s performance relative to the goals and objectives set by and with the Board for Employee’s performance.

5.4 Termination by Nova Classical.

The Executive Director’s employment may be terminated during the Term only for cause as defined in Minnesota Statutes 122A.40 Subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of Minnesota Statutes 122A.40 shall not be applicable. If the Board proposes to terminate the Executive Director during the Term for cause as described in Minnesota Statutes 122A.40, Subds. 9 or 13, it shall notify the Executive Director in writing of the proposed grounds for termination. The Executive Director shall be entitled to a hearing before an arbitrator provided the Executive Director makes such a request in writing within ten (10) calendar days after receipt of the written notice of proposed termination. In such event, the Parties shall jointly petition the Minnesota Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected from the list by the Parties through the normal



Know Yourself. Know The World.

NOVA CLASSICAL
ACADEMY™

striking process as provided by BMS Rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the Parties, subject to normal judicial review of arbitration decisions as provided by law. The Executive Director may be suspended with pay pending final determination by the arbitrator. If the Executive Director fails to request a hearing as provided herein within a ten (10) calendar day period, it shall be deemed acquiescence by the Executive Director to the Board's proposed action, and the proposed action shall become final on such date as determined by the Board, and the Executive Director shall have no further claim or recourse.

5.5 Termination by Employee.

The Executive Director may terminate this Agreement prior to expiration by providing, at minimum, ninety (90) calendar days written notice of resignation ("Notice Period"). Nova Classical reserves the right to discontinue the Executive Director's services at any time during the Notice Period, with the Executive Director's salary and benefits continuing until the end of the Notice Period. Provided Employee provides timely written notice of resignation prior to the last three (3) months of the Term, Employee will receive payout of Employee's unused PTO available at the time Employee's resignation becomes effective. If Employee provides written notice of resignation within the last three (3) months of the Term, Employee is not eligible to receive unused PTO.

6. Death and Disability.

Should Employee die or become disabled (defined as the inability to perform the essential functions of the job for a period of more than One Hundred Twenty (120) days during the Term of this Agreement), this Agreement shall immediately and automatically terminate. If applicable, Nova Classical shall pay to Employee's estate the salary earned through the last day worked by Employee.

7. Option to Renew Agreement.

There shall be no obligation on the part of either Party to renew this Agreement. This Agreement does not offer assurance of future employment with Nova Classical nor assurance of future compensation offers. The Parties expressly acknowledge and agree that they cannot renew, modify, or extend this Contract through their conduct or by any means other than a subsequent written employment agreement signed by both Parties. The Parties agree to commence discussions related to a renewal of this Agreement no later than six (6) months prior to the expiration of the Term. Any subsequent contract between the Parties is contingent on the Employee completing the terms of the existing Agreement.

8. Personnel and Education Data.

Employee is required to comply with the Minnesota Government Data Practices Act and the Family Educational Rights and Privacy Act ("FERPA"). Employee agrees that any inventions, discoveries, improvements and ideas, whether or not in writing or reduced to practice and whether or not patentable or copyrightable, made, authored or conceived by the Employee, whether by the Employee's individual efforts or in connection with the efforts of others, during the employment Term, which relates to the business of Nova Classical or which results from any work performed for Nova Classical, shall belong exclusively to Nova Classical and hereby assigns all such future rights to Nova Classical.

9. Indemnification and Provision of Counsel.



In the event that an action is brought, or a claim is made against the Employee arising out of or in connection with the Employee's role as Executive Director, and the Employee is acting within the scope of employment or official duties, Nova Classical shall defend and indemnify the Employee in accordance with and to the fullest extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful neglect of duty or bad faith, and the obligation of Nova Classical herein shall be subject to Minn. Stat. Chap. 466.

10. Non-Operation of Employer.

If, during the Term of this Agreement, Nova Classical ceases operation for any reason, including but not limited to financial causes, revocation of authorization or licensure, changes in law, or any other reason, the mutual obligations of the Parties under this Agreement shall immediately terminate, to the extent permitted by law.

11. Miscellaneous.

11.1 Integration.

Employee understands that this Agreement embodies the entire agreement and understanding between the Parties relating to Employee's employment with Nova Classical and supersedes all prior policies, pronouncements, agreements, and understandings relating to such subject matter. There are no other oral or written agreements. The Executive Director understands and agrees that any handbooks, manuals, and policies adopted by Nova Classical may control the performance of the duties created by this Agreement but do not create an express or implied contract between Nova Classical and the Executive Director.

11.2 Notices.

All notices, demands, and other communications provided for in this Agreement shall be in writing (including facsimile or similar transmission) and mailed (by U.S. certified mail, return receipt requested, postage prepaid), sent, or delivered (including by way of overnight courier service), (i) if to the Employee, to Brett Wedlund at the current address as noted within Brett Wedlund's Nova Classical personnel file, and (ii) if to Nova Classical, to 1455 Victoria Way, St. Paul MN 55102 and in the case of facsimile transmission, to telecopy number 651.209.6325 in each case, to the attention to such person and/or as such other address or number as shall be designated by such Party in a written notice to the other Party. All such notices, demands, and communications, if mailed, shall be effective upon the earlier of (i) actual receipt by the addressee, (ii) the date shown on the return receipt of such mailing, or (iii) three (3) days after deposit in the mail.

11.3 Applicable Law.

This Agreement and the rights of the Parties shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota. The venue for any action hereunder shall be in the State of Minnesota, whether or not such venue is or subsequently becomes inconvenient, and the Parties consent to the exclusive jurisdiction of the courts of the State of Minnesota and the United States District Court, District of Minnesota.

11.4 Counterparts.

This Agreement may be executed in several counterparts and as so executed shall



Know Yourself. Know The World.

NOVA CLASSICAL
ACADEMY™

constitute one agreement binding on the Parties hereto.

11.5 Modification.

This Agreement shall not be modified, revised, or amended except by a written instrument signed by the Parties.

11.6 Headings.

The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11.7 Severability.

If any provision of this Agreement is held to be invalid by operation of law the remainder of the Agreement shall not be affected thereby and shall remain in full force and effect. This Agreement shall be effective only upon signatures of the Executive Director and of the officers of the Board after authorization for such signatures by the officers is given by the Board in appropriate action in its minutes.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date noted but intend that this Agreement be effective as of the date described in Paragraph 2. Nova Classical Academy (“Nova Classical”)

Suzanne McInroy, Chair, Nova Classical Board of Directors

Date

Brett Wedlund (“Employee”)

Date