

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made between Melissa Burwell, herein referred to as "**Employee**", and the Minnesota Alliance With Youth, fiscally hosted by School Board of Independent School District No. 709, Duluth, Minnesota (School District), herein referred to as the "**Employer**".

In consideration of the mutual promises and agreements set forth below, Employee and the Employer agree as follows:

1. Employer hereby employs, engages and hires Employee as Director of Strategic Initiatives, and Employee hereby accepts and agrees to such hiring, engagement and employment subject to the general supervision and pursuant to the orders, advice and direction of the President and CEO or designee.
2. Employee agrees that she will at all times faithfully, industriously and to the best of her ability, experience and talents, perform all of the duties that may be required of and from her pursuant to the express and implicit terms hereof and to the reasonable satisfaction of Employer. Such duties shall be rendered at the Minneapolis office for Minnesota Alliance With Youth and at such other places as Employer shall in good faith require or as the interest, needs, business or opportunity of Employer shall require. The Employee agrees to devote her attention, knowledge and skills solely to the business and interest of the Employer, a minimum of eight (8) hours per workday. Flexibility to this schedule can be approved by the President and CEO or designee. Employee shall make available to the Employer all information of which Employee shall have any knowledge as it relates to business or operations of the Employer and shall make all suggestions and recommendations that will be of a mutual benefit to Employer, the business and operation of the Employer and to the Employee.
3. **Term of Agreement.** This Agreement shall commence effective August 15, 2010, and continue until August 14, 2011. At the conclusion of this term, neither party shall have any further claim against the other and Employee's employment with the Minnesota Alliance With Youth, as Program Coordinator shall cease. In the event the Employer is contemplating not offering the Employee a subsequent Agreement, the Employer shall give written notice of such intent 60 days before the expiration of this Employment Agreement.
4. **Termination.** Employer expressly reserves the right to discharge for cause and to cancel this Agreement on that account. Such cause shall consist, by way of illustration and not limitation, of one or more of the following: conviction of a felony, fraud, moral turpitude, continual insubordination, drunkenness, embezzlement, material violation of the terms of this Agreement or any other cause set forth in the School District Civil Service Board Rule 17.2. In any such case of discharge, cancellation or termination, written notice thereof shall be given to the Employee and shall be effective as of the date mailed in accordance with this Agreement, or, if delivered, upon delivery to the Employee unless the written notice specifies a later date.
5. **Salary.** Employer shall pay Employee, and Employee shall accept from Employer in full payment for Employee's services, an annual salary of \$50,000. Employee's salary shall be paid in twenty-six (26) installments during the contract year. The contract year is defined as commencing on August 15 and terminating on the next August 14.
6. **Expenses.** The School District shall pay all legally valid expenses and fees for Employee's attendance at professional conferences and meetings with other educational agencies. All expense statements submitted by Employee shall be in conformity to policies of the Board of Education. Employee shall file itemized expense statements to be processed and approved as provided by law. Employer shall reimburse Employee for all reasonable and necessary expenses incurred in the performance of his duties for the Minnesota Alliance With Youth. Employee shall file itemized and verified claim statements for such expenses with the President and CEO or designee in accordance with the laws of the state of Minnesota and the policies of Employer. The President and CEO or designee shall approve all travel outside the immediate Minneapolis and St. Paul area. Employer will pay a mileage allowance to Employee for use of

her personal vehicle in the course of the employment of the Employer, per School Board Policy and regulations.

7. **Vacation/Holiday.** The Employee shall earn 160 hours of paid vacation to use during the term of this Agreement. Vacation days are to be scheduled with the Present and CEO's or designee approval. There will be no cash payment for unused vacation. If Employee resigns prior to the expiration of the term of this Agreement, Employee will receive her vacation pro-rated from September 1, 2010, until her termination date. Employee will receive the following as paid holidays: New Year's Day (January 1), Presidents' Day, Memorial Day, Independence Day (July 4), Labor Day, Education Minnesota in October, Thanksgiving Day (the fourth Thursday in November) and day after Thanksgiving, Christmas Eve Day (December 24), and Christmas Day (December 25).
8. **Health & Hospitalization.** The Employer shall make available to the Employee the same group health insurance as is or are available to the employees within the teacher bargaining unit of the School District and their dependents. The Employer shall pay the same portion of the cost for such group insurance for the Employee as are paid for employees in the teacher bargaining unit for single coverage. The Employee would be responsible for the premium difference should dependent coverage be elected.
9. **Dental.** The Employer shall make available to the Employee the same group dental insurance as is or are available to the employees within the teacher bargaining unit of the School District and their dependents. The Employer shall pay the same portion of the cost for such group insurance for the Employee as are paid for employees in the teacher bargaining unit for single coverage. The Employee would be responsible for the premium difference should dependent coverage be elected.
10. **Life Insurance.** Group term life insurance in the amount of \$50,000.00 shall be provided at no cost to the Employee. Optional supplemental life and dependent life insurance will be made available at the Employee's cost.
11. **Long Term Disability (LTD).** Long Term Disability (LTD) shall be provided at no cost to the Employee.
12. **Sick Leave.** Employee shall earn paid sick leave at a rate of one day (8 hours) for each month worked for a total of twelve (12) days per year. There will be no cash payment for unused sick leave. Full pay for absence not to exceed five (5) days, shall be allowed for any death in the family. The President and CEO shall have final authority in determining the number of allowable days. For the purpose of this section, **"death in family"** shall constitute members of the immediate family of an employee or spouse and shall include father, mother, brother, sister, wife, child, grandparent, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, and grandchild. This shall also apply to foster relationships in the above listed categories.
13. **Individual Retirement Plan.** Employer shall, in accordance with its practice and policies and at the request of Employee, withhold from salary and transfer or pay such sums as the Employee shall designate to a tax-deferred or tax-sheltered annuity program as permitted by law and is one of the District's 403(b) providers.
14. **District & Federal Retirement Funds.** Employee shall be a member of the PERA and agrees that the Employee's contribution to said fund, to FICA, all other deductions required by law, and all deductions authorized by the Employee in advance in writing and approved by the School Board shall be deducted from her salary.
15. **Indemnification & Provision of Counsel.** In the event that an action is brought or a claim is made against Employee arising out of, or in connection with Employee's employment, and the Employee is acting within the scope of employment or official duties, the Employer shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, will not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the Employer herein, shall be subject to the limitation of Minnesota Statutes Chapter 466.

16. **Arbitration.** Any controversy or claim arising out of, or relating to this Agreement, or breach thereof, shall be settled by arbitration in the City of Duluth, Minnesota, in accordance with the rules of the American Arbitration Association and the judgment upon the award rendered may be entered in any court having jurisdiction thereof.

17. **Complete Agreement.** This writing contains the complete Agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. This Agreement is subject to the laws of the State of Minnesota and all rules, regulations, and policies and amendments. It is understood and agreed that the Employee is not under a contract of employment for any period covered by this Agreement except with the Employer and that this Agreement constitutes a binding legal contract for the term set forth, the breach of which will result in liability for damages. The parties stipulate that neither of them has made any representation including the execution and delivery hereof, except such representations as are specifically set forth herein and each of the parties hereto acknowledges that they or it has relied on their or its own judgment and in entering into this Agreement. The parties hereto further acknowledge that any payments or representations that may have heretofore been made by either of them to the other are of no affect and that neither of them has relied thereon in connection with their or its dealing with the other. No waiver, modifications, or amendment of this Agreement or of any covenant, condition or limitation herein contained, shall be valid unless it is in writing, approved by the Employer, School Board, and executed by Employee and the authorized officers of employer.

IN WITNESS WHEREOF, the parties have executed this Agreement in Duluth, Minnesota this 22 day of, July 2010.

EMPLOYEE

Melissa J Burwell
Melissa Burwell

July 22, 2010
Date

MINNESOTA ALLIANCE WITH YOUTH

JLD
President and CEO

July 22, 2010
Date

INDEPENDENT SCHOOL DISTRICT NO. 709

Chair of the Board

Date

Clerk of the Board

Date