



Board Meeting Date: 6/9/2025

Title: Employment Agreement

Type: Consent

Presenter(s): Sonya Sailer, Executive Director of Human Resources

Background: The administration seeks to enter into a separate employment agreement with a teacher who has continuing contract rights with the School District. The agreement provides the teacher with additional full-time equivalency (FTE) during the 2025-2026 school year, which exceeds the teacher's continuing contract. Because the additional FTE may not be available during the 2026-2027 school year, the administration is unable to offer it if the teacher will gain continuing contract rights to the additional FTE pursuant to Minnesota Statute Section 122A.40. The teacher would like to provide the additional FTE of service next school year and is willing to waive continuing contract rights to the additional FTE. The agreement allows the School District to assign the additional FTE to the teacher without making the additional, temporary FTE part of the teacher's continuing contract. The teacher and Education Minnesota/Edina have agreed to the terms of the agreement.

Recommendation: Approve the attached Employment Agreement

Attachment(s): Employment Agreement

EMPLOYMENT AGREEMENT

WHEREAS, Kirsten Horstman (hereinafter referred to as "Horstman") is employed by Independent School District No. 273, Edina, Minnesota, (hereinafter referred to as "School District") as a licensed teacher; and

WHEREAS, Horstman has earned continuing contract rights as a 0.7 FTE teacher in the School District; and

WHEREAS, the School District may have additional FTE to be filled by a licensed teacher, but the additional FTE fluctuates and may only be available during the 2025-2026 school year; and

WHEREAS, the School District would like to offer Horstman an additional 0.2 FTE on a temporary basis during the 2025-2026 school year but does not want to offer the additional FTE if Horstman will gain continuing contract rights to the additional FTE in the School District pursuant to Minn. Stat. § 122A.40; and

WHEREAS, Horstman would like to provide an additional 0.2 FTE teaching service during the 2025-2026 school year and is willing to waive any claim to continuing contract rights for the additional FTE; and

WHEREAS, Horstman is a member of Education Minnesota Edina (EME), the local teachers' union for teachers in the School District; and

WHEREAS, the parties have been given the opportunity to consult with legal counsel and union representatives and understand their rights and obligations under Minnesota Statute § 122A.40 and the teachers' collective bargaining agreement; and

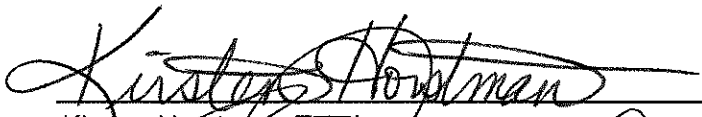
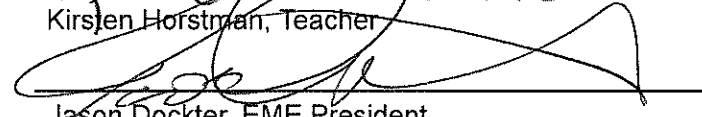
WHEREAS, Horstman understands that the intention of this Agreement is to waive any claim of continuing contract rights with respect to the additional FTE of teaching employment above and beyond their current amount of FTE in their continuing contract position.

NOW THEREFORE, the School District, Horstman, and EME hereby agree as follows:

1. The parties to this Agreement have determined that it is in the best interests of Horstman and the School District for Horstman to provide additional FTE of teaching service during the 2025-2026 school year. The additional FTE will be more than Horstman's current 0.7 FTE continuing contract.
2. The School District agrees to employ Horstman to provide the additional 0.2 FTE of teaching service during the 2025-2026 school year. The additional 0.2 FTE of employment will automatically expire at the end of the 2025-2026 school year without further action of the School Board.
3. Horstman voluntarily agrees they have no continuing contract rights pursuant to Minnesota Statute § 122A.40 or any other law with respect to the additional FTE of employment with the School District and hereby waives any claim of continuing contract rights with respect to this employment.

4. Horstman acknowledges their waiver and relinquishment of rights under Minnesota Statute § 122A.40 and other relevant law is in consideration of the School District's agreement to employ them for the additional FTE for a limited period of time and Horstman acknowledges that there has been no coercion by the School District, School Board, superintendent, principals or any other person, and that this choice is made voluntarily.
5. Horstman acknowledges that by executing this Agreement that there are no mutual covenants, promises, undertakings or understandings outside of this Agreement regarding the additional FTE of teaching service, other than those specifically set forth herein.
6. The parties agree that nothing contained in this Agreement shall be deemed to establish a precedent or past practice and the parties waive any right to file a grievance related to or arising out of the terms of this Agreement.

The School District, Horstman, and EME agree with the above language as evidenced by the signatures below.

Dated: <u>5/14/25</u>	 Kirsten Horstman, Teacher
Dated: <u>5/29/25</u>	 Jason Dockter, EME President
Dated: _____	_____ Karen Gabler, Chair of the School Board
Dated: _____	_____ Cheryl Barry, Clerk of the School Board