



TO live. TO love. TO learn. TO LEAVE A legacy!

Executive Director Employment Agreement

This Employment Agreement ("**Agreement**") is entered into by the Board of Directors ("**Board**") of STRIDE Academy ("**School**") and Eric Skanson ("**Executive Director**"). The School and Executive Director are referred to in this Agreement individually as "**the Party**" and collectively as "**the Parties**."

WHEREAS, the School desires to offer the Executive Director employment as an "at-will" employee;

WHEREAS, the Parties desire to specify the terms of their Agreement governing the terms and conditions of the Executive Director's employment with the School;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

1. **Term.** This Agreement will be in effect from **July 1, 2022 to June 30, 2025 ("Term")**, unless early termination occurs pursuant to Section 4 of this Agreement. This Agreement will not automatically renew upon expiration of the Term. Provided this Agreement is not terminated prior to the expiration of the Term, if the Executive Director wishes to continue to provide services as an Executive Director after expiration of the Term, the Executive Director must notify the Board of the School, in writing, not later than sixty (60) days prior to expiration of the Term. Upon receiving such notice, the School may exercise its right to offer another employment agreement to the Executive Director, but the School will not be obligated to do so.

2. **Salary.** During the first year of this Agreement, the Executive Director will earn a gross yearly salary of One Hundred Forty Five and no/100 Dollars (\$145,000.00) for performing the duties as Executive Director. The School will pay the Executive Director this salary in accordance with its normal payroll process, less required withholding and deductions. The obligation to make such payments shall cease immediately in the event that the Executive Director resigns or the Executive Director's employment is terminated for any reason.

Prior to the end of each year of this Agreement, the Board of Directors of the School will meet and establish the salary for Executive Director for the following year, and will notify the Executive Director of such salary on or before February 10 of each year.

2.1 **Bonus.** In addition to the annual salary, the Executive Director will be eligible for annual bonuses up to Three Thousand and no/100 Dollars (\$3,000.00) based upon achieving specific board-appointed goals and continuing education specific to STRIDE Academy. Any bonus earned by Executive Director will be paid in accordance with the STRIDE bonus pay schedule. The Executive Director will help establish

professional learning communities and programs and professional development goals with measurable accountability standards and timelines. Some or all of the bonus described in this Section 2.1 will be paid in an amount as determined by the sole discretion of the Board of the School for achievement of the Executive Director's goals.

3. **Position and Duties.** Subject to the other provisions of the Agreement, the School hereby agrees to employ the Executive Director as an at-will employee in the position of an Executive Director, and the Executive Director hereby accepts such employment, upon the terms and conditions set forth in this Agreement.

3.1 **Full Time Position.** The position of Executive Director is a full-time position with exempt status under the Fair Labor Standards Act. Regular attendance is an essential function of the job. A regular workday will be eight (8) hours in length, but the Executive Director is expected to work the number of hours necessary to perform the job duties and to meet the professional expectations of the position. The Executive Director will be assigned to work the duty days during the Term established by the School.

3.2 **Exempt Status.** Because position of Executive Director is exempt status under the Fair Labor Standards Act, additional hours worked beyond eight (8) hours in a day or forty (40) hours in a work week will not constitute overtime.

3.3 **Job Description and Performance.** The Board shall have the authority and sole discretion to create and modify the Executive Director's written job description to oversee and direct the Executive Director's job performance and to review and evaluate the Executive Director's performance.

3.4 **Licensure.** The Executive Director's job position as an Executive Director is a position for a license is required. Executive Director must maintain the appropriate licensure for the position.

3.5 **Benefits.** The benefits provided by the School, will be described to Executive Director by the School and are subject to the contractual provisions of the insurance plan documents or other benefit plan documents.

3.5.1 **Connectivity Allowance.** School will provide the Executive Director with an allowance of up to Fifty and no/100 Dollars (\$50.00) per month for technology needs such as cell phone and Wi-Fi hotspot. This Connectivity allowance constitutes taxable income to the Executive Director.

3.5.2 **Dental Insurance.** The School will pay the premium for single plan coverage under a group dental insurance plan selected by the School. The Executive Director is solely responsible for the cost of the premium for dental insurance for any dependents via payroll deduction.

3.5.3 **Group Term Life, Short Term Disability and Long Term Disability Insurance.** The School will pay the premiums for a group term life insurance policy for the Executive Director with a death benefit in

the amount of Fifty Thousand and no/100 Dollars (\$50,000.00). The eligibility of the Executive Director and the Executive Director's beneficiaries for the life insurance benefit is governed by the terms of the insurance policy selected by the School. In addition, the School will provide the Executive Director with long and short term disability insurance coverage.

3.5.4 Holidays (12). The Executive Director will not be expected to work on the following days: New Year's Eve Day; New Year's Day; Martin Luther King, Jr. Day; President's Day; April Floating Holiday, Memorial Day; July 4th; Labor Day; Thanksgiving Day; the day after Thanksgiving; December 24th; and December 25th.

3.5.5 Paid Time Off. The Executive Director will be provided with Twelve (12) days of Paid Time Off ("PTO") during the Term of this Agreement. Accrued PTO covers all categories of leave, including, but not limited to, personal and sick leave.

3.5.6 Personal Leave. The Executive Director must request personal leave and obtain approval from the Board at least one (1) week before taking personal leave. Granting a request for use of personal leave is left to the discretion of the School depending upon whether or not the use of personal leave will disrupt the School's operation, present staffing problems, or interfere with the School's basic educational mission. The Board has the right to deny a request for personal leave based upon the assessment of the needs of the School.

- (a) **Sick Leave.** The Executive Director may use PTO whenever Executive Director is absent due to illness or serious health condition that prevents attendance and the performance of job duties. The School may require certification from a qualified physician stating that a given absence was due to illness or a serious health condition.
- (b) **Absences in Excess of PTO.** Any absences due to illness or for any other reason that are in excess of the Executive Director's accrued PTO will be without pay.
- (c) **Carry-Over of Unused PTO.** If the School and the Executive Director enter into a subsequent at-will employment agreement for the period July 1, 2018 through June 30, 2019, the Executive Director may elect to carry-over up to five (5) days of PTO that were accumulated but not used during the Term of this Agreement.
- (d) **Resignation or Expiration of Agreement.** The Academy will pay the Executive Director the cash value of accrued, unused PTO if the Agreement expires and the Executive Director is not offered a subsequent employment agreement or if the Executive Director resigns in good standing. To resign in good standing, the Executive Director must provide the School with written notice of the resignation at least thirty (30) days in advance and must return all School property that is in the Executive Director's possession or control and such property must be returned on or before the effective date of the voluntary resignation.

- (e) **Involuntary Separation.** If the School discharges the Executive Director for misconduct, as determined by the School, during the Term of this Agreement, the Employee will not be entitled to receive any compensation for accumulated, unused days of PTO.

3.5.7 Bereavement Leave. In addition to PTO, the Executive Director may take paid bereavement leave up to the time allotted in the School's Funeral Leave Policy 412.

4. **Employment Status.** *All employees of the School are "at-will" employees as defined by state statute.*

5. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. No Party has relied upon statements or promises that are not set forth in this Agreement. The terms in this Agreement supersede any prior agreements between the Parties. Executive Director acknowledges that the Executive Director is an at will employee and that no policy, handbook, or practice adopted by the School creates an express or implied contract between the Parties and that this Agreement includes all of the agreements between the Parties. No waiver or modification of any provision of this Agreement is valid unless it is in writing and signed by both Parties.

6. **Severability.** If any provision of this Agreement is held to be contrary to law, that provision shall be deemed severed from the balance of this Agreement and the balance of this Agreement shall remain in force between the Parties to the fullest extent permitted by law, provided further, to the extent any provision of this Agreement is deemed unenforceable by virtue of its scope, but may be made enforceable by limitation thereof, the Parties agree that a court of competent jurisdiction shall have the right to modify any offending provision to make it enforceable to the fullest extent permissible under the laws and public policies.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without giving any effect to any choice or conflict provision of law that would cause the application of the laws of any jurisdiction other than the State of Minnesota.

8. **Waiver.** The waiver of one Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach.

9. **Counterparts.** This Agreement may be signed in one or more counterparts but all of which taken together shall constitute one instrument.

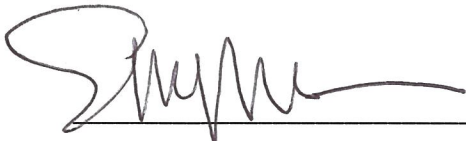
10. **Construction.** The Parties and their respective counsel have had the opportunity to review and revise this Agreement and acknowledge that the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

11. **Facsimile Signatures.** Facsimile signatures shall be considered original signatures for the purpose of enforcing this Agreement.

12. **Governing Venue.** The venue of any dispute arising out of this Agreement shall be the State of Minnesota, unless applicable state or federal law dictates otherwise.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the dates shown below.

Executive Director



(Signature)

Date: 3-23-22

Eric M. Skansen

Printed Name

Board Chair or Clerk

(Signature)

Date: _____

Printed Name

Board Approval Date _____

