



Board Meeting Date: 5/15/2023

Title: Memorandum of Agreement – Administrative Dean between Independent School District No. 273 and Education Minnesota/Edina

Type: Consent

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

Background: The School District will transition from a Dean of Students model to an Administrative Dean model beginning with the 2023-2024 school year. Administrative Deans are required by our School District to hold a principal license allowing them to conduct teacher evaluations and supervise teachers. As a result, this new position cannot be a part of the teachers' bargaining unit.

Five of the eight candidates selected for the new Administrative Dean positions are current Edina teachers. As this is a new position, and to ensure that no misunderstandings arise, the School District and Education Minnesota/Edina have proposed the attached Memorandum of Agreement (MOA) to provide these five current Edina teachers with the right to return to a teaching position under most circumstances for the term of three years. This arrangement allows the School District to employ these teachers in this new position while maintaining each teacher's seniority and salary schedule placement within the EM/E should there be a need for them to return to a teaching position.

Recommendation: Approve the attached Memorandum of Agreement – Administrative Dean

Attachment(s): Memorandum of Agreement – Administrative Dean

MEMORANDUM OF AGREEMENT ADMINISTRATIVE DEAN

This Memorandum of Agreement – Administrative Dean (“Agreement”) is entered into by and between Independent School District No. 273, Edina (“District”), the District’s current teachers covered by this Agreement (“Teachers”), and the Education Minnesota/Edina Union (“Union”).

WHEREAS, the Union is the exclusive representative of the teachers employed by the District;

WHEREAS, the District has open 1.0 FTE Administrative Dean positions;

WHEREAS, no license from the State of Minnesota is required for the Administrative Dean position and, as a result, this is an at-will position that is not covered by the continuing contract laws, the teacher collective bargaining agreement, or any other collective bargaining agreement; and

WHEREAS, the District employs several candidates for the Administrative Dean position who are currently working as 1.0 FTE teachers covered under the teacher collective bargaining agreement that would like to be employed by the District in Administrative Dean positions and the District would like to employ Teachers in this capacity; and

WHEREAS, the parties are entering into this MOA to ensure that no misunderstandings arise.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and other consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Term.** Subject to Section 3 below, this Agreement will be in effect from July 1, 2023 until June 30, 2026. It will automatically expire and terminate on June 30, 2026, unless the parties enter into a new Agreement or mutually agree, in writing, to extend this Agreement.
2. **Leave of Absence from Teaching Position.** For the duration of time that Teachers are assigned to an Administrative Dean position within the term of this Agreement, they will be treated as being on a leave of absence from their 1.0 FTE teaching position with the District.
3. **Description of Assignment.** The District will employ Teachers in an at-will 1.0 FTE Administrative Dean position performing duties as assigned by the District. The

parties understand and agree that the Administrative Dean position is a position for which no license is required by the state. The parties further understand and agree that the Administrative Dean position is not covered by the teacher collective bargaining agreement or any other collective bargaining agreement within the District. The District may terminate Teachers' assignments to an Administrative Dean position at any time, with or without cause. The Administrative Dean position has exempt status under the Fair Labor Standards Act.

4. **Right to Return to a Teaching Position.** During the term of this Agreement, and with notice by February 1, Teachers may return to a teaching position for which they are licensed at the beginning of the subsequent school year. If the District terminates Teachers' assignments to the Administrative Dean position for any reason except misconduct, Teachers will be assigned to a 1.0 FTE teaching position for which they are licensed in the District without any adverse impact on their seniority or placement on the salary schedule in the teacher collective bargaining agreement. If Teachers return to a 1.0 FTE teaching position, the teacher collective bargaining agreement will govern the negotiated terms and conditions of their employment as a teacher. If the District terminates Teachers for the reason of misconduct, then Teachers will not have a right to return to a teaching position in the District.

5. **No Continuing Contract Right to Administrative Dean Position.** The parties agree that the Continuing Contract Law, Minnesota Statutes section 122A.40, does not apply to the Administrative Dean position. By signing this Agreement, Teachers 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 Administrative Dean position.

6. **Waiver.** Teachers and the Union hereby waive any right they may have, either individually or collectively, to file a grievance, request a hearing, or pursue any other action against the District regarding the terms of this Agreement.

7. **No Precedent or Past Practice.** Nothing in this Agreement shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of relating to the collective bargaining agreement between the District and the Union. No party may submit this Agreement in any proceeding as evidence of a precedent or practice.

9. **Choice of Law and Severability.** This Agreement is governed by the laws of the State of Minnesota.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to their employment with the District. No party has relied upon any

statements or promises that are not set forth in this Agreement. No changes to this Agreement are valid unless they are in writing and signed by all parties.

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

TEACHERS

Date: 5/3/2023



Christopher Dunn

Date: 5/3/2023




Jamie Hawkinson

Date: 5-4-2023



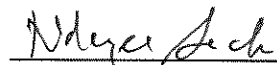
Caroline Linden

Date: 5/1/2023



Robert Pope

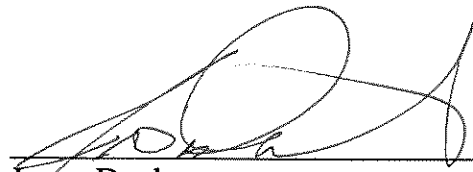
Date: 5/4/2023



Ndeye Seck

UNION

Date: 4/28/2023



Jason Dockter
President

INDEPENDENT SCHOOL DISTRICT NO. 273, EDINA

Date: _____

Erica Allenburg
School Board Chair

Date: _____

Karen Gabler
School Board Clerk

