

Special Work Session

Tuesday, January 24, 2023 5:00 PM

ECC 350, 5701 Normandale Road, Edina, MN 55424

I. **Determination of Quorum and Call to Order**

II. **Approval of Agenda**



**School Board Special Work Session
Tuesday, January 24, 2023; 5:00 PM
ECC Room 350**

- I. **Determination of Quorum and Call to Order**
- II. **Approval of Agenda**
- III. **Action**
 - A. Machine-Signed Signatures for Calendar Year 2023

Description: Annually, pursuant to Minnesota statutes section 47.41, the School Board should authorize the depository approved at the annual meeting of the School Board to accept facsimile or machine-signed signatures of the Board Chair, Clerk, and Treasurer for checks, drafts, and other orders of funds on deposit.

Presenter(s): Mert Woodard, Director of Business Services

Recommendation: Approve the resolution authorizing U.S. Bank, N.A., to honor checks, drafts, or other orders of funds on deposit which bear facsimile or machine-signed signatures of the listed School Board Officers.
 - B. Construction Bid - Edina High School Long-Term Facilities Maintenance Projects

Description: The District opened construction bids on December 20, 2022, for long-term facilities maintenance (LTFM) projects at Edina High School beginning in the spring and summer of 2023. The scope of the projects includes mechanical systems, electrical, lockers, roofing, interior surfaces, and other deferred maintenance needs. The projects were included in the ten-year LTFM expenditure plan approved by the Board at the June 20, 2022 Regular Meeting, which was subsequently approved by the Minnesota Department of Education. At the January 9, 2023, Regular Meeting, the Board approved the construction bids to the lowest responsible bidders. It has since been discovered that the bid recommendation letter and bid tabulation contained clerical errors that have since been corrected.

Presenter(s): Mert Woodard, Director of Business Services

Recommendation: The District administration recommends two actions: (1) rescind the action taken at the January 9, 2023, Regular Meeting to approve construction contracts for the Edina High School LTFM projects and (2) re-award construction contracts for the Edina High School LTFM projects to the lowest responsible bidders, including alternates, in the amount of \$12,044,233.
 - C. Proposed 2022-2024 Collective Bargaining Agreement Between Independent School District 273 and the Edina Professional Association of Support Staff (EPASS)

Description: The School District's EPASS employees have ratified a tentative agreement for a two-year contract effective July 1, 2022 through June 30, 2024.

Presenter(s): Sonya Sailer, Director of Human Resources; and Mert Woodard, Director of Business Services

Recommendation: Approved the proposed 2022-24 collective bargaining agreement.

IV. Report

A. Edina Community Center Space Usage

Description: Due to the opportunity to increase student populations while maintaining our community partner organizations' needs, rooms within the Edina Community Center (ECC) will be reassigned for the 2023-24 school year. In collaboration between the Early Learning Center (ELC), Countryside Elementary, Normandale Elementary, respective Departments, and Buildings and Grounds, our team has identified existing rooms on the first and third floor of the ECC to meet these needs.

Presenter(s): Dr. Randy Smasal, Assistant Superintendent; Dr. Anne Marie Leland, Director of Community Education and Strategic Partnerships; Karen Bergman, Principal, Countryside Elementary School; Chris Holden, Principal, Normandale Elementary French Immersion School; Jody Remsing, Director of Student Support Services; and Eric Hamilton, Director of Buildings and Grounds

V. Discussion

A. Ash Tree Removal at Highlands Elementary

Description: On December 29, 2022, the City of Edina issued the District an official order to cut down and properly dispose of 30 ash trees at Highlands Elementary identified by the City Forestry Department as infected with Emerald Ash Borer (EAB). There are approximately 106 ash trees on the Highlands premises with the 30 identified by the City for removal being the most highly infected. Per the City, the remaining trees should either be treated or removed. The City's recommendation is for removal. The order stipulates that the 30 trees that were marked must be removed by February 28, 2023.

Presenter(s): Mert Woodard, Director, Business Services; Eric Hamilton, Director, Buildings & Grounds; Cara Rieckenberg, Principal, Highlands Elementary

B. Elementary Science Curriculum Review

Description: This report includes information about the new Minnesota Science Standards approved by the Department of Education and the Elementary Science Team's process used to align curriculum and instruction to these new standards. It also includes a recommendation to adopt Mystery Science as the primary resource for science instruction for K-5 in Edina Public Schools and rationale for this purchase. This report has been created in collaboration with the Elementary Science Curriculum Design Team and was presented to the Teaching and Learning Board Committee on January 17th, 2023.

Presenter(s): Mark Carlson, Curriculum Coordinator; Kristin Greene, Cornelia Dean & Elementary Science Co-Lead; Michael Smith, Cornelia 2nd Grade Teacher; Allison Knoph, Concord 5th Grade Teacher; and Jody De St. Hubert, Director of Teaching and Learning

C. Board Level Student Leadership Opportunities

Description: One of the Board's 2022-2023 goals is to explore student leadership opportunities at the board level to elevate student voice to the board, with the measurable impact being seeking more student voice at the board level. The board tasked the governance committee with collecting information about this topic to help facilitate a board conversation about student voice and leadership at the board level. This attached report is divided into different sections: background information, existing student voice opportunities at the district level, examples and models of student leadership at the board level and some additional information from MSBA. This work session will be utilized to review information about the topic and discuss reactions to the information.

Presenter(s): Governance Committee

D. 2022-2023 Board Goals Mid-Year Review

Description: The attached mid-year review of board goals for the 2022-2023 school year was approved in September. Come to the work session with any questions regarding the board goals or suggestions on how to ensure they are completed by the end of the 2022-2023 school year. If you are a committee chair and need more granularity on what needs to be accomplished in your committee, please come with clarifying questions.

Presenter(s): Governance Committee

E. Governance Committee Planning

Description: This calendar and overview is being provided to the board to provide information and clarity around: (a) the tasks assigned to the governance committee per policy 213 and (b) what is currently being worked on/planned for the rest of the school year. Similar to all committees, all discussions in committee are for information and recommendation only; all decisions are made at the full board level. This plan has been reviewed by Dr. Stanley and the governance committee.

Presenter(s): Governance Committee

VI. Leadership and Committee Updates

VII. Superintendent Updates

VIII. Adjournment

IX. Information

A. Kids Club Update

III. Action

III.A. Machine-Signed Signatures for Calendar
Year 2023



Board Meeting Date: 1/24/2023

Title: Machine-Signed Signatures for Calendar Year 2023

Type: Action

Presenter(s): Mert Woodard, Director, Business Services

Description: Annually, pursuant to Minnesota statutes section 47.41, the School Board should authorize the depository approved at the annual meeting of the School Board to accept facsimile or machine-signed signatures of the Board Chair, Clerk, and Treasurer for checks, drafts, and other orders of funds on deposit.

Recommendation: Approve the resolution authorizing U.S. Bank, N.A., to honor checks, drafts, or other orders of funds on deposit which bear facsimile or machine-signed signatures of the listed School Board Officers.

Desired Outcomes from the Board: N/A

Attachments:

1. Resolution – 2023 Machine-Signed Signatures

EDINA PUBLIC SCHOOLS
Independent School District No. 273
Edina, MN

RESOLUTION FOR MACHINE-SIGNED SIGNATURES

I, Karen Gabler, Clerk of Independent School District No. 273, do hereby certify that at a Special Meeting of the Board of Education members of Independent School District No. 273 duly and regularly called, and held on the 24th day of January, 2023, there being a quorum of said Board present, the following resolution was unanimously passed as appears from the records of said Board of Education and is now in full force and effect.

RESOLVED, That U.S. Bank, N.A. as a designated depository of Independent School District No. 273 be and it is hereby requested, authorized and directed to honor checks, drafts or other orders for the payment of money drawn to the signer or signers, thereof, when bearing or purporting to bear the facsimile signatures of all the following:

_____ Chair

_____ Clerk

_____ Treasurer

and U.S. Bank, N.A. shall be entitled to honor and to charge this Board of Education for all such checks, drafts or other orders, regardless of by whom or by what means the facsimile signature or signatures resemble the facsimile specimens duly certified to or filed with the U.S. Bank N.A. as governing the operation of this Board's account(s) with it, be and are hereby continued in foregoing part of this resolution.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Clerk of said Board of Education be hereunto affixed this 24th day of January 2023.

Karen Gabler
Clerk

III.B. Construction Bid - Edina High School
Long-Term Facilities Maintenance Projects



Board Meeting Date: 1/24/2023

Title: Construction Bids – Edina High School Long-Term Facilities Maintenance Projects

Type: Action

Presenter(s): Mert Woodard, Director, Business Services

Description: The District opened construction bids on December 20, 2022, for long-term facilities maintenance (LTFM) projects at Edina High School beginning in the spring and summer of 2023. The scope of the projects includes mechanical systems, electrical, lockers, roofing, interior surfaces, and other deferred maintenance needs. The projects were included in the ten-year LTFM expenditure plan approved by the Board at the June 20, 2022 Regular Meeting, which was subsequently approved by the Minnesota Department of Education.

At the January 9, 2023, Regular Meeting, the Board approved the construction bids to the lowest responsible bidders. It has since been discovered that the bid recommendation letter and bid tabulation contained clerical errors that have since been corrected.

Recommendation: The District administration recommends two actions: (1) rescind the action taken at the January 9, 2023, Regular Meeting to approve construction contracts for the Edina High School LTFM projects and (2) re-award construction contracts for the Edina High School LTFM projects to the lowest responsible bidders, including alternates, in the amount of \$12,044,233.

Desired Outcomes from the Board: N/A

Attachments:

1. Recommendation Letter & Bid Tabulation – Kraus-Anderson



January 12, 2023

Mr. Eric Hamilton
Edina Public Schools District, ISD#273
5701 Normandale Road
Edina, MN 55424

**RE: Edina High School 2023 Mechanical Renovations
Contract Award Recommendation**

Dear Mr. Hamilton

This letter is concerning our recommendations for contract awards for the above referenced project that was bid on December 20, 2022. Kraus-Anderson has verified bidders and we submit the following lowest responsible bidders, their bid amount including all the alternates:

- Alternate #1: Main Level Toilet Rooms
- Alternate #2: Lower Level Toilet Room
- Alternate #3: Lower Level Single Stall Toilet Room
- Alternate #4: Auditorium Single Stall Toilet Room

Work Scope	Contractor, City, State	Bid Amount
02-A	Demolition	Ebert Construction Corcoran, MN
		Base Bid \$427,700.00 Alternate #1 \$54,600.00 Alternate #2 \$10,800.00 Alternate #3 \$14,300.00 Alternate #4 \$0.00
WS 03-A	Concrete	Maertens-Brenny Construction Minneapolis, MN
		Base Bid \$169,700.00 Alternate #1 \$5,600.00 Alternate #2 \$5,300.00 Alternate #3 \$4,900.00 Alternate #4 \$0.00
WS 04-A	Masonry	B&D Associates, LLC. St. Paul, MN
		Base Bid \$655,975.00 Alternate #1 \$29,800.00 Alternate #2 \$68,100.00 Alternate #3 \$12,000.00 Alternate #4 \$0.00
WS 05-B1	Combined Structural Steel	Red Cedar Steel Erectors, Inc. Menomonie, WI
		Base Bid \$180,000.00 Alternate #1 \$0.00 Alternate #2 \$0.00 Alternate #3 \$0.00 Alternate #4 \$0.00
WS 06-A	Carpentry	Ebert Construction Corcoran, MN
		Low bidder withdraw Base Bid \$287,700.00 Alternate #1 \$45,200.00 Alternate #2 \$10,300.00 Alternate #3 \$9,900.00 Alternate #4 \$10,100.00

WS 07-H	Roofing	**No Bids**	Base Bid Alternate #1 Alternate #2 Alternate #3 Alternate #4	NA
WS 07-L	Interior Sealants	Dziedzic Caulking Andover, MN	Base Bid Alternate #1 Alternate #2 Alternate #3 Alternate #4	\$39,500.00 \$800.00 \$800.00 \$800.00 \$400.00
WS 08-A	Doors, Frames & Hardware – Material Only	Twin City Hardware Oakdale, MN	Base Bid Alternate #1 Alternate #2 Alternate #3 Alternate #4	\$92,350.00 \$49,575.00 \$6,075.00 \$8,400.00 \$4,650.00
WS 08-F	Glass and Glazing	Northern Glass & Glazing Bloomington, MN	Base Bid Alternate #1 Alternate #2 Alternate #3 Alternate #4	\$34,990.00 \$0.00 \$0.00 \$0.00 \$0.00
WS 09-A	Drywall	Commercial Drywall Blaine, MN	Base Bid Alternate #1 Alternate #2 Alternate #3 Alternate #4	\$210,230.00 \$16,800.00 \$11,000.00 \$12,900.00 \$11,000.00
WS 09-B	Tile	Superset Tile & Stone, LLC. Plymouth, MN	Base Bid Alternate #1 Alternate #2 Alternate #3 Alternate #4	\$200,000.00 \$150,000.00 \$33,000.00 \$27,000.00 \$38,000.00
WS 09-C	Ceiling & Acoustical Treatment	Sonus Interiors, Inc. Golden Valley, MN	Base Bid Alternate #1 Alternate #2 Alternate #3 Alternate #4	\$222,900.00 \$3,550.00 \$0.00 \$0.00 \$0.00
WS 09-D	Flooring (Resilient & Carpet)	Acoustics Associates, Inc. Golden Valley, MN	Base Bid Alternate #1 Alternate #2 Alternate #3 Alternate #4	\$175,900.00 \$1,200.00 \$0.00 \$0.00 \$0.00
WS 09-G	Terrazzo	Gibbons Terrazzo Menomonie, WI	Base Bid Alternate #1 Alternate #2 Alternate #3 Alternate #4	\$19,250.00 \$6,300.00 \$0.00 \$0.00 \$0.00
WS 09-K	Painting and Wall Covering	Admiral Coatings, Inc. Maple Lake, MN	Base Bid Alternate #1 Alternate #2 Alternate #3 Alternate #4	\$243,735.00 \$355.00 \$375.00 \$275.00 \$400.00
WS 10-J	Lockers	H2I Group Minneapolis, MN	Base Bid Alternate #1 Alternate #2 Alternate #3 Alternate #4	\$288,097.00 \$0.00 \$0.00 \$0.00 \$0.00

WS 12-C	Manufactured Casework	TMI Systems Corp. Dickinson, ND	Base Bid Alternate #1 Alternate #2 Alternate #3 Alternate #4	\$169,089.00 \$1,691.00 \$0.00 \$0.00 \$0.00
WS 21-A	Fire Suppression	Nova Fire Protection, Inc. Fargo, ND	Base Bid Alternate #1 Alternate #2 Alternate #3 Alternate #4	\$419,000.00 \$13,009.00 \$2,099.00 \$1,276.00 \$1,687.00
WS 23-B	Combined Mechanical	Corval Constructors, Inc. St. Paul, MN	Base Bid Alternate #1 Alternate #2 Alternate #3 Alternate #4	\$5,276,000.00 \$295,000.00 \$61,000.00 \$54,000.00 \$56,000.00
WS 26-A	Electrical	AJ Moore Electric, Inc. Burnsville, MN	Base Bid Alternate #1 Alternate #2 Alternate #3 Alternate #4	\$1,730,800.00 \$18,000.00 \$4,800.00 \$13,300.00 \$14,900.00
			Total Base Bid Total Alternate #1 Total Alternate #2 Total Alternate #3 Total Alternate #4 Total Bid Including Alternates	\$10,842,916.00 \$691,480.00 \$213,649.00 \$159,051.00 \$137,137.00 \$12,044,233.00

If you have any questions regarding this information, please do not hesitate to contact me at 612-554-9421.

Very truly yours,

KRAUS-ANDERSON® CONSTRUCTION COMPANY



Dustin Kempf
Project Manager

III.C. Proposed 2022-2024 Collective Bargaining
Agreement Between Independent School District 273
and the Edina Professional Association of Support
Staff (EPASS)



Board Meeting Date: 1/24/2023

Title: Proposed 2022-2024 Collective Bargaining Agreement Between Independent School District 273 and the Edina Professional Association of Support Staff (EPASS)

Type: Action

Presenter(s): Sonya Sailer, Director of Human Resources; Mert Woodard, Director of Business Services

Description: The School District's EPASS employees have ratified a tentative agreement for a two-year contract effective July 1, 2022 through June 30, 2024. The proposed terms and conditions of employment are reflected in the attached agreement with bold font used to represent new language and strikethrough font used to show language to be removed from the contract as a part of the tentative agreement. Highlights of the proposed agreement include:

1. Step advancement for eligible employees beginning on January 1, 2023 in the first year of the agreement and as of July 1, 2024 in the second year of the agreement.
2. A joint market adjustment and wage scale increase for all positions in the first year of the agreement and a one and one-half (1.5) percent improvement to the wage scale for all positions in the second year of the agreement.
3. A \$500 lump sum payment for all eligible EPASS employees, prorated for employees who were hired after July 1, 2022.
4. One (1) additional paid holiday for 12-month employees beginning in the first year of the agreement to recognize Juneteenth.
5. No changes to the School District's monthly contribution towards health insurance.

The two-year total package for this proposed agreement is \$6,790,898, which represents an increase of \$284,802. Using the Minnesota School Board Association's costing formula, the two-year percentage increase is 7.42%. This amount is within the School Board's financial parameters for this collective bargaining agreement. Superintendent Stanley supports the recommendation.

Recommendation: Approved the proposed 2022-24 collective bargaining agreement

Desired Outcomes from the Board: Approval of the proposed 2022-24 collective bargaining agreement

Attachments:

1. DRAFT bold/strikethrough version of proposed 2022-24 contract with changes highlighted in yellow
2. Final clean copy of the proposed 2022-24 contract

DRAFT 1.17.2023



DEFINING EXCELLENCE

AGREEMENT

INDEPENDENT SCHOOL DISTRICT NO. 273

EDINA PUBLIC SCHOOLS

AND THE

EDINA PROFESSIONAL ASSOCIATION OF SUPPORT STAFF (EPASS)

JULY 1, ~~2020~~ **2022** THROUGH JUNE 30, ~~2022~~ **2024**

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1. PURPOSE

This Agreement is made and entered into by and between Independent School District No. 273, Edina Public Schools ("Employer") and the Edina Professional Association of Support Staff, EPASS ("Association")

This Agreement is intended to promote constructive and harmonious relationships between the Employer and its employees; to establish equitable and peaceful procedures for the resolution of differences over terms and conditions of employment; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment that have been agreed upon by the Employer and the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended ("PELRA").

2. DEFINITIONS

2.1 Definitions

The following definitions are applicable to terms used in this Agreement:

2.1.1 Twelve-month Employees are defined as **all employees that are assigned by the Employer to work 12-months each year, inclusive of paid holidays and vacation** in classifications a and b. Annual pay for a twelve-month employee is based on 12 times the monthly rate of pay. Although the number of duty days may vary slightly from one calendar year to the next, a typical work year for a twelve-month employee includes 239 duty days, 11 holidays and 10 vacation days, for a total of **is** 260 paid days covered by the annual pay. During years in which there are more than 239 **260** duty days, for twelve-month employees, the additional day(s) wages will be paid accordingly **based on the employee's hourly rate**. A twelve-month employee may accrue additional vacation days in accordance with Section 10.1.1.

2.1.2 Ten-Month Employees are defined as all employees **that are assigned by the Employer to work for 10-months** of each year in classifications d and e. Annual pay for a ten-month employee is based on ten times the monthly rate of pay. A typical work year for a ten-month employee includes 201 **duty paid days**. **Ten-month employees will be paid for 217 days, including 201 duty days, 9 holidays, and 7 days of vacation.** 9 holidays and 7 vacation days, for a total of 217 paid days covered by the annual pay. **Ten-month employees will meet with their supervisor to complete a duty day calendar at the beginning of each school year. It is expected that ten-month employees will work on all student contact days with limited exception.** A ten-month employee may accrue additional days of vacation pay in accordance with Section 10.1.2.

2.1.3 Nine-Month Employees are defined as all employees **that are assigned by the Employer to work for 9-months of each year in** classification g. Annual pay for a nine-month employee is based on

~~nine times the monthly rate of pay.~~ A typical work year for a nine-month employee includes 181 duty days. **Nine-month employees will be paid for 195 days, including 181 duty days, 9 holidays, and 5 days of vacation.** ~~9 holidays and 5 vacation days, for a total of 195 paid days covered by the annual pay.~~ **Nine-month employees will meet with their supervisor to complete a duty day calendar at the beginning of each school year. It is expected that nine-month employees will work on all student contact days with limited exception.** A nine-month employee may accrue additional days of vacation pay in accordance with Section 10.1.3.

2.1.4 Length of Service is experience credit for purposes of salary increases, longevity pay, tax-deferred matching contribution plan and vacation benefits. Length of service is determined as of July 1 each year. An employee hired prior to January 1 is given credit for one year of experience on the following July 1st. No step increase or any other experience credit will be given for less than one year of credit.

2.1.5 Other Terms

Other terms not specifically defined have the definitions given them under PELRA.

3. MANAGEMENT RIGHTS

3.1 Authority of the Employer

State law has vested in the Employer the full authority to manage, control and direct the operation of the school district, and to adopt, modify or repeal policies, rules and regulations for the district. All such authority of the Employer continues unimpaired, except as limited by a specific provision of this Agreement.

3.2 Provisions Contrary to Law

Any portion of this Agreement that violates any provision of the state or federal law is null and void and without force and effect. The provisions of this Agreement are severable.

4. ASSOCIATION RIGHTS

4.1 Recognition

The Employer recognizes the Association as the exclusive representative of all employees in the following appropriate unit as certified by the Minnesota Bureau of Mediation Services in Case No. 94-PTR-1005:

All office clerical employees who are employed in salary classifications a through g of Independent School District No. 273, Edina, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, including those on leave of absence who are guaranteed a position upon their return,

excluding supervisory, confidential, and all other employees.

The Association has those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

4.2 Dues Check-Off

The Employer agrees to withhold dues for membership in the Association through payroll deduction for those employees authorizing the dues withholding. The Employer will forward these dues to the Association.

The Association will indemnify, defend and hold the Employer harmless against any claims made against and any suits instituted against the Employer, its officers or employees, by reason of the association dues deductions.

4.3 School Buildings and Facilities

The Association has the right in accordance with established regulations to reasonable use of school buildings and facilities provided the use not interfere with normal school activities or functions. The Association's Executive Board and its designees serving on district-wide committees has the right to use district mailboxes and email for the purpose of communicating meeting dates; distributing minutes of meetings; and sharing information such as internal position vacancies, benefit information, and educational opportunities. The Employer reserves the right to assess charges for additional custodial expense or for other additional operational expense beyond normal maintenance costs resulting from this use.

4.4 Board Agenda

The board agenda is made available on the district website prior to the board meeting. If the School Board does not approve the personnel recommendations as contained in the board agenda, the Employer will inform the Association President in writing of any changes from the board agenda within 24 hours after the board meeting.

4.4.1 Seniority List

The current seniority list will be made available to the Association within 15 working days of the School Board approval of any changes.

4.5 Information

The Association will have access upon reasonable notice, to any available financial information not deemed confidential, necessary for the Association to exercise its responsibilities as exclusive representative.

4.6 Released Time for Association Activities

The Association will be allowed up to a total of ten days annually to be used by officers or agents of the Association. The Association agrees to notify the Superintendent or designee, no less than five

business days in advance of the date for intended use of this leave. The cost of Association representative wages is equally borne by the Employer and the Association. The Association agrees to reimburse the Employer within 30 calendar days of the absence.

5. COMPENSATION

5.1 Hourly Wage Salary Schedule

The following monthly salary hourly wage schedule applies to an employee covered by this Agreement:

Effective July January 1, 2020 2023 through June 30, 2021 2023:

Step	12-Month		10-Month		9-Month
	a	b	d	e	g
1	3730	3584	3432	3263	3172
2	3799	3643	3468	3313	3207
3	3809	3698	3477	3321	3216
4	3926	3778	3529	3332	3263
5	4206	4039	3608	3467	3369
L	4530	4364	3930	3786	3690

Step	A	B	D	E	G
1	\$ 23.81	\$ 22.86	\$ 21.96	\$ 20.92	\$ 20.33
2	\$ 24.25	\$ 23.26	\$ 22.19	\$ 21.24	\$ 20.57
3	\$ 24.90	\$ 24.17	\$ 22.73	\$ 21.70	\$ 21.02
4	\$ 26.23	\$ 25.24	\$ 23.58	\$ 22.25	\$ 21.80
5	\$ 28.09	\$ 26.98	\$ 24.10	\$ 23.16	\$ 22.51
L 10	\$ 28.95	\$ 27.86	\$ 24.88	\$ 23.98	\$ 23.37
L 20	\$ 31.12	\$ 29.62	\$ 27.36	\$ 26.39	\$ 25.72

All eligible employees will advance one (1) step on the above wage schedule as of January 1, 2023.

Effective July 1, 2021 2023 through June 30, 2022 2024:

STEP	12 Months		10 Months		9 Months
	a	b	d	e	g
1	3755	3605	3455	3285	3193
2	3825	3668	3491	3335	3229
3	3835	3723	3500	3343	3238
4	3953	3804	3553	3354	3285
5	4234	4066	3632	3490	3392
L	4564	4390	3957	3812	3715

Step	A	B	D	E	G
1	\$ 24.17	\$ 23.20	\$ 22.29	\$ 21.24	\$ 20.64
2	\$ 24.61	\$ 23.61	\$ 22.52	\$ 21.55	\$ 20.88
3	\$ 25.27	\$ 24.53	\$ 23.07	\$ 22.03	\$ 21.33
4	\$ 26.62	\$ 25.62	\$ 23.93	\$ 22.59	\$ 22.13
5	\$ 28.52	\$ 27.38	\$ 24.47	\$ 23.51	\$ 22.84
L 10	\$ 29.39	\$ 28.28	\$ 25.26	\$ 24.34	\$ 23.72
L 20	\$ 31.59	\$ 30.06	\$ 27.77	\$ 26.79	\$ 26.11

All eligible employees will advance one (1) step on the above wage schedule as of July 1, 2023.

5.2 Salary Adjustments

Salary adjustments are made on a pro rata basis. The employee daily rate is 1/21.67 of the monthly rate and the hourly rate is 1/173.3 of the monthly rate.

5.3 5.2 Placement on Hourly Wage Salary Schedule

Credit may be given for appropriate outside experience at the time of employment. New employees with appropriate experience may be placed on steps 1 through 5 with approval of the Director of Human Resources, or designee. Salary step placement will be determined as of July 1 of each year.

Placement on the L10 longevity step will only occur if the employee has appropriate outside experience warranting a step 5 placement and the employee has nine years of continuous service to the district directly proceeding the hiring into the unit.

5.34 Longevity Pay (Steps L10 and L20)

For employees hired before October 1, 2012, an employee's eligibility for longevity pay will be determined as of July 1 for each succeeding fiscal year. An employee qualifies for placement on the L10 step of the hourly wage ~~longevity differential~~ schedule after nine years of continuous service to the district, except employees re-employed based on section 5.5 or 8.9. An employee qualifies for placement on the L20 step of the hourly wage schedule after nineteen years of continuous service to the district, except employees re-employed based on section 5.5 or 8.9. Refer to Section 5.1 for total hourly wage rates ~~monthly salaries~~ including longevity ~~differential~~ for each classification level.

For employees hired on or after October 1, 2012, an employee's eligibility for longevity pay will be determined as of July 1 for each succeeding fiscal year. An employee qualifies for placement on the L10 step of the hourly wage ~~longevity differential~~ schedule after nine years of service to the district. An employee qualifies for placement

on the L20 step of the hourly wage schedule after nineteen years of service to the district. Refer to Section 5.1 for ~~total~~ hourly wage rates ~~monthly salaries~~ including longevity differential for each classification level. Current district employees hired into this unit will be placed at the appropriate step in accordance with Section 5.3. An employee who moves into this unit who has additional years of continuous service within the district will qualify for placement on the L10 longevity step after (1) reaching and serving one year on step 5 and (2) nine years of service to the district.

5.45 Reemployment after Voluntary Separation

This paragraph applies to an employee, reemployed after July 1, 2008, who is reemployed by the Employer after separation from employment (1) due to voluntary resignation that occurred with cause; and (2) reemployed within five years of the separation date with the Employer. The employee will have previously completed years of service with the Employer reinstated to a maximum of five years. Reinstatement of years of service only applies toward the length of service required to reach a longevity step, tax-deferred matching contribution, and vacation benefits. Step placement is governed by Section ~~5.3~~ 5.2 of the Agreement.

An employee reemployed prior to July 1, 2008 remains as credited when reemployed. An employee who is reemployed by the Employer more than five years after the separation date will have one year of service apply toward the length of service required to reach a longevity step, tax-deferred matching contribution, and vacation benefits.

5.56 Pay Periods

A twelve-month employee is paid twice monthly, on or before the fifteenth and the thirtieth of each month.

A ten-month employee has the option of 21 or 24 pay periods. A nine-month employee has the option of 19 or 24 pay periods. An employee must make this election prior to July 1 or at the time of initial employment. An employee is paid twice monthly on or before the fifteenth and the thirtieth of each month. The initial pay period for a ten-month employee is August 30 and for nine-month employees is September 15.

6. RECLASSIFICATION

6.1 Reclassification

All reclassification changes are made after consultation with the Association President and the district Job Evaluation Consultant. Job titles included in each classification as of the effective date of this Agreement are set forth in Appendix A. The Employer has the right to reclassify positions as appropriate due to changed circumstances such as changes in workload or job content.

6.2 Changes in Pay Equity Evaluation Systems

An employee whose position is reclassified at a lower level because of a change in the Employer's pay equity evaluation system will remain at his or her current classification. A new employee in a reclassified position will be placed at the appropriate reclassified level.

7. JOB OPENINGS

7.1 Notice of Job Openings

The eEmployer will post on its website for seven business days non-temporary job openings not filled by reassignment. All postings will be posted for internal and external candidates simultaneously. All postings submitted by 12:00 p.m. will count as the first business day. Qualifications for any opening are those listed in the eEmployer's official job description.

The eEmployer will post all open positions in a timely manner and will make every reasonable attempt to ensure positions are not left vacant.

The eEmployer will contact the Association President when jobs are posted.

7.2 Application for Job Openings

An eligible employee covered by this agreement who submits an internal application using the employer's online application system for any vacancy posted pursuant to this section will be interviewed. The employer and its agents will give fair and objective consideration to internal candidates. Probationary employees are not eligible to apply for a posted vacancy.

An internal applicant not hired for a position shall be informed by the hiring agent of the specific reason(s) why he or she was not chosen.

An employee promoted from a lower classification to a higher classification shall receive an immediate **salary hourly wage** increase.

8. LAYOFF AND RECALL

8.1 Recognition

The parties recognize the principle of seniority in the application of this Section, subject to the restrictions and limitations stated below.

8.2 Definitions

8.2.1 Full-Time Employee

A full-time employee for purposes of Section 8 only is defined as an employee who works 30 or more hours per week.

8.2.2 Part-Time Employee

A part-time employee for purposes of Section 8 only is defined as an employee who works fewer than 30 hours per week.

8.2.3 Calendar Day

A calendar day is defined as each day of the week, Sunday through Saturday. If the last day of a timeline is on a holiday, Saturday or Sunday, the timeline will be extended to 4:30 p.m. on the following business day.

8.3 Seniority Date

An employee acquires seniority upon completion of the probationary period as defined in this Agreement. Upon acquiring seniority the seniority date relates back to the date of hire of continuous service within the appropriate unit and is accumulative only within this appropriate unit.

8.4 Displacement Rights

8.4.1 Written Notice of Layoff

An employee whose position is being eliminated or reduced from full-time to part-time will be sent written notice via email and U.S. mail of the position elimination or reduction from full-time to part-time no fewer than fourteen calendar days before the last working day in the current position. The Department of Human Resources will send a copy of the notice to the representative designated by the **AA** Association at the same time it is sent to the affected employee.

The affected employee can elect to displace ("bump") in accordance with Section 8.4.3 and Section 8.4.4.

8.4.2 Written Displacement Request

The affected employee must submit a written request to displace to the Department of Human Resources within seven calendar days of the affected employee's receipt of notice of layoff.

8.4.3 Displacement Procedures, General Guidelines

The affected employee may elect to **accept reduced hours being offered by the Employer as provided in Section 8.5, accept layoff subject to recall rights as provided in this Agreement, or** displace using the following displacement procedures. The Department of Human Resources will use the current seniority list to facilitate any elected displacement procedures.

Displacement occurs in accordance with the chart in Section 8.4.6. A part-time employee cannot displace a full-time employee, nor can an

employee displace an employee in a higher classification.

An employee serving in more than one classification is considered, for Section 8.4 only, as a member of the classification in which the employee's regular assignment produces the greatest monthly earnings.

8.4.4 Displacement Procedures, Process

The affected employee will displace the employee least senior within the affected employee's job classification **provided they meet the minimum requirements for the position as described on the current job description or demonstrate they have the skills necessary to perform the essential duties of the position as determined by the Department of Human Resources.** ~~If this opportunity does not exist, the affected employee will displace the employee who is the next least senior within the employee's job classification, until the affected employee reaches his or her own level of seniority.~~

If no opportunity exists for displacement within the employee's job classification, the employee will displace the employee least senior in the next lower job classification. If this opportunity does not exist, the affected employee will displace the employee who is the next least senior within that job classification. This displacement procedure will continue until the affected employee reaches the most senior employee in the lowest classification.

8.4.5 Displaced Employees

Each subsequently displaced employee may elect to displace using the process in Section 8.4.4. The displaced employee must submit a written request to displace to the Department of Human Resources within seven calendar days of the displaced employee's notice of displacement.

8.4.6 Illustrative Chart

For purposes of this displacement procedure, the chart below illustrates equivalent classifications, their hierarchy, and the order in which an employee may exercise displacement rights.

	<u>12 month</u>	<u>10 month</u>	<u>9 month</u>
"A" employee can displace:	A B	D E	G
"B" employee can displace:	B	E	G
"D" employee can displace:		D E	G
"E" employee can displace:		E	G
"G" employee can displace:			G

8.5 Reduction to Part-time

In the event that a full-time employee's position is reduced, but as a result of that reduction continues to qualify as a full-time employee as defined in Section 8.2.1, the employee is not entitled to displace any other employee regardless of seniority. In the event that a full-time employee's position is reduced to part-time as defined in Section

8.2.2, the employee may accept the reduced position or may elect to displace in accordance with the provisions of Section 8.4.

8.6 Changes in Assignment

In the event that an employee's position is eliminated, or reduced to part-time as defined in Section 8.2.1, and another position is available within the employee's current classification for which the employee has the necessary skills and qualifications as determined by the Employer, the Employer will transfer the employee to that assignment. An employee in this situation is not entitled to displace any other employee regardless of seniority.

8.7 Layoff Application

An employee on layoff retains seniority and right to recall within an equal or lower classification in seniority order for a period of 15 months after the date of layoff, subject to the provisions of Section 8.8 below.

8.8 Recall

An employee will be recalled by seniority for a position within the same or a lower classification held prior to layoff for which he or she is qualified. Seniority between classifications is in accordance with the chart in Section 8.4.6.

8.8.1 Recall Notice

If a position becomes available for an employee who is on layoff, the Employer will mail by U.S. mail a notice of recall to the recalled employee and association president. The employee has ten calendar days from the date this notice is mailed to accept reemployment. If an employee does not believe he or she is qualified for the vacant position, he or she may submit in writing to the Department of Human Resources reasons the employee believes he or she is not qualified. This written submission must be made to Department of Human Resources within five business days of being contacted by the Employer. If the employee's written acceptance of the available position is not received by the Department of Human Resources within the ten-calendar day period, the employee has waived recall to the position then available.

The employer will provide training to recalled employees unless the employee is recalled to his or her original position.

8.8.2 Future Reinstatement Rights

The employee also forfeits any future reinstatement of employment rights subject to the following provision. An employee on layoff may only reject reemployment without forfeiting any future reinstatement of employment rights if (1) he or she was in a full-time position and was recalled to a part-time position; (2) he or she was recalled to a position in a lower classification; or (3) he or she was not qualified for the position as determined in Section 8.8.1.

8.9 Reemployment after Layoff

An employee who is separated as a result of layoff and who has not forfeited reinstatement rights under Section 8.8 will have years of service reinstated without limit upon reemployment, without regard to the number of years between the separation date and reemployment for the purpose of reaching a longevity step, tax-deferred matching contribution, and vacation benefits.

9. DUTY DAYS, HOURS AND OVERTIME

9.1 Duty Days

The specific scheduling of duty days for each nine or ten month employee is determined by the Employer at the beginning of the year, after consultation between the employee and the immediate supervisor, which should include the employee's identification of any observed religious holidays.

9.2 Regular Work Week

Forty hours, exclusive of 30-minute lunch periods, constitutes the regular work week. There are two paid break periods of 15 minutes each during each workday consisting of eight or more hours. The specific hours of work and break times for an individual employee are established by the employee's immediate supervisor. The work week begins at 12:01 a.m. on Sunday and concludes at midnight on the following Saturday.

9.3 Overtime and Compensatory Time

An employee will be paid at one and one-half (1.5) times the regular rate for all hours worked at the Employer's request in excess of 40 hours in any one work week. Authorized sick leave and holiday pay is considered time worked for the purpose of computing overtime. An employee required to work on a Sunday or scheduled holiday is paid two times the regular rate of pay for this time worked.

9.3.1 Definitions related to section 9.3

- Contracted 40 hour per week employees will accrue compensatory time for all hours worked in excess of 40 hours.
- Employees contracted to work fewer than 40 hours per week will accrue 1 (one) hour of compensatory time for each hour worked up to 40 hours in any one work week.
- Employees contracted to work fewer than 40 hours per week, upon reaching 40 hours in any one work week, will accrue compensatory time at the rate of one and one-half (1.5) times the regular rate for all hours worked in excess of 40 hours at the Employer's request.

The Employer may offer compensatory time off in lieu of overtime pay, to the extent authorized by law. Compensatory time will be calculated

as above. An employee's scheduling of compensatory time is subject to approval by the employee's supervisor.

Compensatory time must be used or paid out every 90 days with the exception of the end of the fiscal year as noted below. If the Employer chooses to offer compensatory time in lieu of overtime pay, the employee may choose to bank the time as compensatory time. The immediate supervisor shall keep appropriate records of all compensatory time earned and used by the employee. Appropriate records include copies of the District form titled: Request for Overtime or Use of Compensatory Time, (Appendix I to Policy 431) and copies of time sheets submitted for payment of overtime.

An employee may accrue a maximum of 40 hours of compensatory time within each 90 day period. Once the 40 hour limit has been reached, the employee shall be paid monetary overtime for all hours of overtime work beyond the 40 hour limit. If the compensatory time is not used within 90 days, it will be paid out in the next available payroll upon submission of approved timesheet. Compensatory time may not be carried over to the next 90 day period of time. Compensatory time may not be carried over from one fiscal year to the next. Any compensatory time earned in the last quarter of the fiscal year ending June 30th shall be paid by submission of approved timesheet on the 6/30 payroll.

Upon separation from the District, an employee will be paid for all unused compensatory time up to the accrued 40 hour limit.

9.4 Replacement Pay

An employee assigned on a temporary basis to a position in a higher classification for a period of more than three consecutive working days is compensated at the higher rate of pay retroactive to the first day of the assignment. Step placement for the temporary assignment corresponds with the step placement of the employee's normal assignment.

An employee asked to perform the work of an employee outside of the unit for a period of more than three consecutive working days may request consideration for a pay rate different from the employee's regular pay rate. An employee has the right to refuse to work outside of his or her classification. The Employer's decision to permit or deny the employee's request is not subject to the grievance and arbitration procedure.

A part-time employee temporarily working in a higher classification is compensated at the higher rate of pay for the length of the assignment.

9.5 Emergency/Weather Closing

An employee will be paid as follows in the event that school is delayed in opening, canceled, or closes early.

Delayed Opening: An employee will adjust hours to announced starting time and is paid regular pay (e.g. if school starts one

hour late, report one hour later than usual).

School Canceled: An employee is not required to work when school is closed and will receive regular pay. An employee may be required to work an alternative day if school is subsequently rescheduled without any additional pay.

Early Closing: If an employee is sent home, the employee will be paid balance of scheduled hours.

10. VACATIONS AND HOLIDAYS

10.1 Vacations

An employee will be provided paid vacation time or vacation pay as described below. A scheduled holiday that falls within an employee's vacation period is not counted as a vacation day. An employee hired after June 30th will receive a prorated number of vacation days. Payment for vacation taken or paid in excess of that which was earned will be deducted from the employee's pay.

10.1.1 Paid Vacation Time for Twelve-month Employees

A twelve-month employee receives vacation days as set forth in the following schedule. The specific period of vacation is subject to the approval of the employee's supervisor. An employee may carry up to eleven days of vacation from one fiscal year to the next.

Provided that an employee notifies the Employer in writing a minimum of ten duty days in advance of intent to resign, an employee will be paid for unused, earned vacation. The maximum number of vacation days accumulated at the time employment is severed is eleven carryover days plus vacation earned in the last fiscal year of employment.

Year of Service	<u>Number of Vacation Days</u> (Hours for 1.0 FTE)
1-2	10 (80)
3-4	13 (104)
5-8	16 (128)
9	17 (136)
10	18 (144)
11-12	19 (152)
13	20 (160)
14-19	22 (176)
20 and above	25 (200)

10.1.2 Paid Vacation for Ten-month Employees

A ten-month employee receives seven days of vacation pay per year, which is included in the **ir 217 paid days annual salary**. After completing six years of service, an employee will receive an additional day of vacation pay per year, with a maximum of six additional days.

10.1.3 Paid Vacation for Nine-month Employees

A nine-month employee receives five days of vacation pay per year, which is included in their ~~195 paid days annual salary~~. After completing six years of service, an employee will receive an additional day of vacation pay per year, with a maximum of one additional day.

10.1.4 Paid Vacation for Part-time Employees

A part-time employee receives pro rata vacation.

10.2 Holidays

The ~~District~~ **Employer** will observe ~~11~~ **12 paid** holidays per year for 12 month employees and 9 **paid** holidays for 9 month and 10 month employees on which an employee is not ordinarily scheduled to work. Placement of holidays for each year will be determined by the Employer each spring. ~~Holiday pay for an employee is included in the annual pay described in Section 2.~~

11. LEAVES AND ABSENCES

11.1 Basic Leave Allowance

An employee receives a basic leave allowance of one working day (8 hours for 1.0 FTE) per month for absence without deduction from pay. An employee working less than 1.0 FTE receives leave on a prorated basis. The basic leave allowance may be used for sick leave, family illness leave, personal leave and religious observance leave under the terms and conditions set forth in this Section. The leave is requested using the district's electronic leave system. This leave is deducted from the employee's basic accumulated leave allowance. Basic leave not used during any fiscal year accumulates without limit.

11.1.1 Sick Leave

An employee may use one day of accumulated basic leave allowance for each day of absence due to illness or injury. An employee who has been absent may be required to present a statement from a physician verifying an illness and certifying that the employee has recovered sufficiently to return to normal duties. An employee absent more than five consecutive working days must present this certification. If the Employer requires a certification for an absence of less than six days, the Employer will designate the physician and is responsible for paying the cost of the physician's examination. For certification of absences greater than five consecutive working days, an employee will be responsible for paying the cost of the physician's examination unless the Employer requires examination by a specified physician, in which instance the Employer will be responsible for paying the cost of the examination.

An employee receiving wage replacement benefits under the provisions of the Workers' Compensation Act is paid the difference between ~~the wage replacement benefit~~ ~~this daily compensation received multiplied~~

by a factor of 1.5, and the employee's **regular daily rate of pay** ~~daily base salary~~ to the extent that accumulated basic leave is available.

An employee receiving wage replacement benefits under the provisions of long-term disability insurance is paid the difference between **the wage replacement benefit** ~~this daily compensation received~~ and the employee's **regular daily rate of pay** ~~daily base salary~~ to the extent accumulated basic leave is available. Deductions from the employee's accumulated basic leave are according to the pro rata portion of basic leave used.

11.1.2 Family Illness Leave

An employee may use up to 12 days of accumulated basic leave in a fiscal year for serious illness of the employee's spouse, children, parents, or any relative or non-relative living in the employee's household.

An employee may use accumulated basic leave allowance for absences due to an illness or injury to the employee's dependent child for reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use accumulated basic leave for the employee's own illness or injury.

11.1.3 Bereavement Leave

For a death in the immediate family up to five days of accumulated basic leave may be used per incident. The immediate family includes spouse, children, parents, brother, sister, grandparents, in-laws of a similar degree of relationship, or any relative or non-relative living in the employee's household. For death or illness in other than the immediate family, up to three days of leave allowance may be used per incident.

An employee may, without deduction from pay or leave, also attend local funerals when (1) the absence involves approximately two hours and (2) coverage can be arranged from other employees, as necessary.

11.1.4 Personal Leave

An employee may use up to four days of accumulated basic leave during a fiscal year for personal leave. No more than two days will be taken consecutively unless approved by the employees' direct supervisor. The specific reason for the requested leave does not have to be given.

Requests for personal leave must be submitted in writing to the employee's immediate supervisor at least three duty days in advance except in cases of extreme emergency.

An employee making a timely request for use of personal leave may use such leave unless the employee is notified that his or her request is denied. Adequate staffing for buildings and/or departments must be ensured as determined by the supervisor.

The employee must ensure that he or she has personal leave days available. An employee is encouraged to check availability of personal leave by logging into the **Employer's electronic leave system** ~~Employee Access Center (EAC)~~.

11.1.5 Religious Observance Leave

Up to three days leave shall be granted to an EPASS member for required religious observance. Such days must be recognized religious holidays and shall not be permitted for circumstances where personal alternative attendance options exist. These days shall be deducted from the basic leave allowance. Notification must be submitted to the Superintendent, or the authorized representative, in writing, at least two weeks prior to such absence.

11.2 Disaster Leave

For the duration of the contract, refer to the Disaster/Sick Leave Pool Memorandum of Understanding which supersedes this section upon the establishment of the Sick Leave Pool.

The Employer will provide disaster leave coverage for an employee who has exhausted accumulated basic leave prior to the commencement of long-term disability insurance benefits. An employee becomes eligible for disaster leave coverage after the employee has been continuously disabled and unable to work for 15 consecutive duty days, as certified by a physician. Disaster leave payments begin on the first duty day following the last day of basic leave payment and continues only for the period during which the employee remains continuously disabled and unable to work. Employer contributions toward group insurance coverage will continue while the employee is receiving disaster leave payments.

Disaster leave payments cease in any event after the 65th duty day of absence.

11.3 Parental Leave

Any employee is eligible for a leave of absence without pay for a period of up to 12 months for child care.

The employee will submit an application for parental leave at least 60 calendar days before the leave is to begin. The sixty-day requirement may be waived when an emergency makes this notice impossible. Child care begins at a date agreed upon between the Employer and the employee. Failure to return to work upon expiration of a leave of absence results in termination of employment. The employee will be reinstated to the employee's original job or to a clerical position with no reduction of monthly pay and retains all seniority and leave benefits accrued prior to taking the leave of absence.

11.4 Family, Medical and Parental Leave

An eligible employee may be entitled to up to 12 weeks of unpaid leave

per twelve-month period consistent with law and the terms of the Employer's leave policy and procedure, as it may be amended from time to time at the sole discretion of the Employer.

Leaves taken under other sections that also qualify as leave under the Family Medical Leave Act are coordinated and taken simultaneously.

11.5 Leave of Absence Without Pay

An employee is eligible for a leave of absence without pay for a period of up to 90 calendar days, without loss of seniority, for the purpose of caring for a spouse, child or parent during an extended illness. The Employer may also approve, at its sole discretion, a request for a leave without pay for other purposes. Failure to return to work upon expiration of a leave of absence results in termination of employment. An employee on leave of absence under this section retains accrued benefits that the employee had accrued at the time of the commencement of the leave.

11.6 Judicial Leave

An employee who is absent because of required jury duty or a subpoena for any court duty will be granted leave and paid the difference between the employee's regular **rate of pay salary** and the payments received for the jury or court duty, unless the employee is a party in the case. If the School Board is a party in litigation, the employee receives regular pay while attending as a witness at the request of the School Board or its co-defendant in the case.

11.7 Substitutes During Leaves of Absence

If a twelve-month employee is granted a leave of absence of less than one year or a ten-month or nine-month employee is granted a leave of absence less than a work year, his or her position will be filled with a temporary employee who will be discharged without rights to Section 8 or Section 11.1. An employee granted this duration of leave is returned to his or her previous position so long as that position still exists. A position vacant due to the above-mentioned type of leave of absence may be filled by the Employer without posting the position; however, if the employee on leave of absence does not return to work, the temporary employee will be terminated and the position must be posted at that time.

11.8 Incentive Leave

An employee earns one unrestricted incentive leave day with pay if the employee completes the full prior fiscal year without using any leave allowance for personal sick leave, family illness leave or personal leave, as provided for in Sections 11.1, 11.2, 11.4, and 11.5 of this Agreement. This incentive leave day may be used upon three days written notice to the employee's supervisor. This day may not accumulate from one fiscal year to the next.

11.9 Superintendent's Discretionary Leave

Other types of absence not included herein are subject to the discretion of the Superintendent.

11.10 Return from Leaves of Absence

If a twelve-month employee is granted a leave of absence of more than one year or a ten-month or nine-month employee is granted a leave of absence of more than a work year, the position will be filled with a non-temporary employee. An employee granted this duration of leave is returned to any available position within his or her classification for which they are qualified as determined by the Employer. If there is no available position then this employee would invoke displacement procedure described in Section 8.4.

12. BENEFITS

12.1 Group Insurance Policies

The Employer will provide an employee working a regular schedule of 30 or more hours per week the program of group insurance coverage described in this Section. The provisions of this Section are merely descriptive of the coverage provided, and that an employee's eligibility for benefits is governed by the terms of the master insurance contracts in force between the Employer and the insurers providing coverage.

In the event there is a change in any of the carriers, the matter will be referred to the Insurance Committee for recommendation to management, subject to Minn. Stat. § 471.6161, Subd. 5.

12.2 Life Insurance

An eligible employee may participate in the Employer's group term life insurance program and will be insured for an amount equal to the whole number of thousands in annual base salary. Life insurance benefits are reduced by 50% when an employee reaches age 70. The Employer pays the entire premium for coverage. An eligible employee may apply for supplemental group term life insurance according to the Employer's current life insurance plan.

12.3 Long-Term Disability Insurance

An eligible employee may participate in the Employer's long-term disability insurance program. The Employer pays the entire premium for this coverage. An employee receiving long-term disability insurance benefits also remains eligible for Employer contributions for hospitalization-medical insurance.

12.4 Accidental Death and Dismemberment Coverage

An employee is eligible for accidental death and dismemberment insurance coverage in an amount equal to his or her basic annual

salary rounded up to the next whole thousand. The Employer pays the entire premium for such coverage.

12.5 Hospitalization-Medical Insurance

Participation in the medical insurance program is voluntary. The Employer will contribute the following amounts toward the monthly premium of each employee enrolled in the coverages available.

Type of Coverage	Effective 1/1/2020 Monthly Employer Contribution
Single	\$577
Single + One	\$805
Family	\$1048

In the event an employee selects a medical insurance plan for which the monthly premium is less than the Employer contribution, the Employer will deposit, into an employee's health reimbursement plan, the difference between the Employer contribution and the amount of the monthly premium.

An employee will contribute, through payroll deduction, any excess monthly premium remaining after the Employer's contribution toward the type of coverage for which the employee is enrolled.

Employees who are receiving wage replacement benefits under the provisions of the Workers' Compensation Act or long-term disability insurance remain eligible for the Employer contribution for hospitalization-medical insurance.

12.6 Dental Insurance

An eligible employee may participate in the Employer's dental plan. An employee who elects to enroll in the program will contribute the entire premium through payroll deduction.

12.7 Retirement Contribution Plans

An employee may contribute a portion of his or her base salary to the employee's retirement contribution plans, either tax-deferred or not tax-deferred, subject to the following subsections.

12.7.1 Approved Plans

The employee's contribution plans must be district-approved and subject to applicable provisions of Minnesota Statutes and IRS Codes and any amendments thereto. A list of eligible plans is available on the district's website and in the business office.

12.7.2 Eligibility for Matching Salary Deduction for Tax-Deferred 403(b) Matching Contribution Plan

An employee is eligible to participate in the tax-deferred 403(b) matching contribution plan if (1) the employee has completed five years of service with the Employer and (2) the employee is assigned to work 20 hours or more per week. The Employer contribution is not payable unless the employee authorizes a matching salary reduction up to the amount he or she is eligible to receive under Subsection 12.7.3.

12.7.3 Employer Contribution for Tax-Deferred 403(b) Matching Contribution Plan

The amount of the Employer contribution will be two percent of the employee's annual base salary as specified in Section 5.1.

12.7.4 Employee and Employer Contribution for Plans

Contributions will be made to a district-approved company of the employee's choice, subject to the previous subsections. The employee is responsible for making all arrangements required with the vendor to ensure that proper payment can be made by the Employer.

12.8 Flexible Benefits Plan

An employee covered by this Agreement is eligible to participate in the Flexible Benefits Plan established by the Employer pursuant to the Internal Revenue Code, provided, however, that an employee meets all other requirements for eligibility set forth in the Plan.

13. DISCIPLINE AND DISCHARGE

13.1 Probationary Period

A new employee serves a probationary period of 120 duty days, during which time the Employer has the unqualified right to discharge the employee without assigning any cause and without recourse to the grievance procedure. At any time during the probationary period, the employee may request a review of his or her performance. An additional 60-working day extension of the probationary period may be required upon the mutual agreement of the Employer and the Association.

13.2 Discipline and Discharge

After an employee has completed the probationary period, the Employer may discipline or discharge an employee for just cause. A supervisor will adhere to School Board Policy 403 (Discipline, Suspension, and Dismissal of School District Employees). Disciplinary action normally includes the following actions and will normally be taken in the following order, except in cases of serious misconduct:

1. Oral Warning—notification and warning to employee;
2. Written Reprimand—formal notification in writing to employee;
3. Suspension Without Pay—loss of work and wages for a specified period of time;
4. Discharge—termination of employment.

13.3 Representative and Employee's Personnel File

An employee has the right to request and have an Association representative present during any disciplinary action. The district will ask the employee if they want EPASS representation prior to meeting for any disciplinary action. The employee and his or her representative designee have access to the employee's personnel file. The employee and his or her representative will be provided with a copy of any disciplinary letter entered into these files and have the right to respond to the letter.

Any disciplinary action beyond an oral warning will be part of the employee's personnel file. The letter must include a statement of the rationale for the disciplinary action taken. A copy of the disciplinary letter will be provided to the Association President when written warning, suspension or discharge is involved provided that the Association has been in consultation with the employee and Employer.

If the employee disputes information contained in the personnel file and the Employer does not agree to remove or revise the disputed information, the employee may submit a written statement explaining the employee's position. This statement must be part of the personnel file for as long as the Employer maintains it. No written allegation is a basis for discipline unless it has been entered into an employee's personnel file.

Any disciplinary notice which has been in the employee's file for at least two (2) years may be removed upon appeal by the employee to the Director of Human Resources. In determining whether removal of the notice is appropriate, the Director of Human Resources shall consider any appropriate factors including, but not limited to: the severity of the conduct referenced in the notice and the employee's conduct since the time of the notice. The employee may have EPASS representation at the appeal, if desired.

14. GRIEVANCES AND ARBITRATION

14.1 Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

14.2 First Step

An employee or group of employees with a grievance will meet with the immediate supervisor within ten business days after becoming aware of the incident giving rise to the grievance, in an attempt to resolve the grievance. If the parties are unable to resolve the grievance within five scheduled working days of the meeting, the grievance will

be denied. The employee may appeal the grievance to the second step. Failure to timely appeal will constitute a waiver of the grievance.

14.3 Second Step

An employee who is not satisfied with the disposition of the grievance of the first step will file a written statement of the grievance with the Director of Human Resources within ten scheduled working days following the meeting with the supervisor. The written statement must be dated and signed by the employee and/or the exclusive representative and will set forth the facts and state the provisions of this Agreement allegedly violated. The employee and/or exclusive representative and the Director of Human Resources will meet and attempt to resolve the grievance within five scheduled working days after filing of the written grievance with the Director of Human Resources. If the grievance is resolved, the written terms of resolution will be signed by both parties. If no resolution is reached within five scheduled working days after the grievance was filed with the Director of Human Resources, the grievance will be denied. The employee may appeal the grievance to the third step. Failure to timely submit the grievance to the third step will constitute a waiver of the grievance.

14.4 Third Step

An employee who is not satisfied with the disposition of the grievance at the second step will file a copy of the written statement of the grievance with the Superintendent within ten scheduled working days following the completion of the second step. The employee and/or exclusive representative and the Superintendent or designee will meet and attempt to resolve the grievance. If the grievance is resolved, the written terms of resolution will be signed by both parties. If no resolution is reached, the grievance will be denied. The Association may submit the grievance to arbitration. Failure to timely file a written notice of intent to arbitrate will constitute a waiver of the grievance.

14.5 Submission to Arbitration

The Association may submit to arbitration any grievance properly processed through the third step of the grievance procedure. The Association must file a written notice of intent to arbitrate with the Superintendent within 15 scheduled working days following the completion of the third step. Arbitration is conducted according to PELRA. A grievance may only be advanced to final and binding arbitration provided that the employee has not elected to pursue a veteran's discharge hearing and the timeline for such hearing has been exhausted, if applicable.

14.6 Jurisdiction and Authority of Arbitrator

The arbitrator has jurisdiction only over those grievances properly submitted to arbitration in accordance with the terms of this Agreement. The arbitrator has no power to add to or subtract from, or change, modify or amend in any way the terms and conditions of

employment set forth in this Agreement. All witnesses will be sworn upon oath by the arbitrator.

14.7 Representation

An employee, supervisor, or administrator may be represented at any stage of the formal grievance procedure by any person or agent designated by the party to act in the employee's behalf.

14.8 Time Limitations

Since it is important that grievances be processed as rapidly as possible, the specified time limitations are considered as a maximum and every effort will be made to expedite the process. The time limitations may be extended only by mutual consent. Failure of an employee or the Association to comply with the limitations specified constitutes a waiver of the grievance. Failure of a supervisor or the Employer to act within the time limitations specified constitutes a denial of the grievance and the employee or the Association may proceed to the next stage.

14.9 Arbitrator's Decision

The arbitrator issues a written decision and order including findings of fact which are based upon substantial and competent evidence presented at the hearing. The arbitrator's decision must be rendered within 30 days after the close of the hearing. The arbitrator's decision is subject to all the limitations of arbitration decisions set forth in PELRA. Within these constraints, the arbitrator's decision is final and binding.

14.10 Expenses

The Association and Employer bears its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses the party incurs in connection with presenting its case in arbitration. A transcript or recording will be made of the hearing at the request of either party. The parties equally share fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript pays for the copy.

14.11 Grievance Mediation

Upon the completion of the third step, either party may request grievance mediation provided by the Bureau of Mediation Services ("BMS"), if there is mutual agreement to do so. In the event grievance mediation does not result in resolution of the grievance, the Association may file with the Superintendent a written notice of intention to arbitrate not more than 15 scheduled business days after the Mediator declares the grievance mediation unsuccessful. Decisions by either party as to its participation in the grievance mediation process may not be presented in arbitration.

15. MISCELLANEOUS

15.1 Staff Development

An employee or the Employer may request specific training or the Employer may require specific training. Reimbursement for training is subject to the prior approval of the Employer. Attendance at approved training will be granted without loss of pay.

15.2 Personnel Files

All evaluations and files generated within the school district relating to an employee are available during regular school business hours to an employee upon reasonable notice. The employee has the right to reproduce any of the contents of the files at the employee's expense, and to submit for inclusion in the file, written information in response to any material contained therein. The contents of these files will be subject to the School District's record disposition schedule.

15.3 Payments

15.3.1 Employee Severance Pay at Retirement

A written letter of intent to retire will be sent to Human Resources at least ten (10) working days prior to the last day of employment.

A member who has reached at least 62 years of age will receive severance pay for up to 20 years of continuous service to the district in the amount \$250 for each year. The employee must have a minimum of fifteen (15) years in the district, ten (10) of which are in the unit. A payment will be made to the employee's 403B account at the end of the fiscal year on June 30. The account must be with an investment company from the approved list of companies with the Edina Public Schools.

An EPASS employee who does not currently have a retirement investment account with the District will be required to complete and submit the 'Salary Reduction Agreement - Retirement Plans' form. This form is located on the District website and must be completed and submitted by June 1st of the fiscal year to the payroll department before the retirement severance payment can be made.

The total payment to any one (1) employee will not exceed \$5,000.00.

15.4 Labor-Management Committee

The Employer and Association agree to the creation of a Labor-Management Committee ("Committee") for the purpose of developing a cooperative relationship between the parties through open dialogue and joint problem solving. The Committee will meet quarterly, unless both parties agree to meet more or less often. The Director of Human

Resources and Association President will jointly schedule quarterly meeting dates and times prior to July 1 of the fiscal year. Each party will select up to three (3) representatives to attend Committee meetings. The number of Committee members may be expanded by mutual agreement of the Employer and Association. The Employer will provide the facilities for Committee meetings.

16. DURATION AND RENEGOTIATION OF AGREEMENT

16.1 Term of Agreement

This Agreement becomes effective July 1, ~~2018~~ 2022, and continues in full force and effect to and including June 30, ~~2020~~ 2024, and annually thereafter, except as modified or terminated in accordance with the provisions of this Section.

16.2 Effect of Agreement

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

16.3 Termination or Modification

Either party desiring to terminate or modify this Agreement must notify the other party in writing at least 60 days but not more than 90 days prior to June 30, ~~2018~~ 2024, or at least sixty 60 days but not more than 90 days prior to June 30 of any year thereafter. A notice of desire to modify this Agreement will set forth proposed modifications sought by the party and all clauses of this Agreement for which no modification is sought are renewed automatically.

16.4 Negotiations During Term

The parties mutually acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment. All understandings and agreements arrived at by the parties are set forth in this Agreement. For the duration of this Agreement, the Employer and the Association each voluntarily and unqualifiedly waives the right to meet and negotiate, except by mutual consent if doing so is consistent with PELRA, regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Agreement, even though the matters may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.

17. DOCUMENT AUTHORIZATION

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

INDEPENDENT SCHOOL DISTRICT NO.273

EDINA PROFESSIONAL ASSOCIATION
OF SUPPORT STAFF (EPASS)

Chairperson

President

Clerk

Vice President

Dated this [] day of _____, **2023**

Dated this [] day of _____, **2023**

APPENDIX A

POSITION CLASSIFICATIONS

TWELVE MONTHS

CLASSIFICATION aA

Accounting Specialist
Departmental Specialist, Classification aA
Facilities Scheduler
Student Services Department Specialist, Classification aA
Principal's Administrative Assistant Secretary — Principal,
Secondary School
~~Student System Specialist~~

CLASSIFICATION bB

Accounts Payable Specialist
Departmental Specialist, Classification bB
Student Services Department Specialist, Classification bB
~~Receptionist — Community Education~~
~~Receptionist, High School~~
Welcome Center **Specialist** Assistant

TEN MONTHS

CLASSIFICATION dD

Office Assistant, Classification dD
~~Secretary — Principal, Elementary School~~

CLASSIFICATION eE

Due Process Specialist, ~~Secondary School~~
Student Services Department Specialist, Classification eE
Office Assistant, Classification eE

NINE MONTHS

CLASSIFICATION gG

Media Assistant
Teacher Administrative Assistant
~~Due Process Specialist, Elementary School~~

APPENDIX B

**EDINA PUBLIC SCHOOLS
Memorandum of Understanding
Employee Feedback Process**

It is agreed to by and between the Edina Professional Association of Support Staff ("Union") and Independent School District No. 273, Edina Public Schools ("District") as follows:

1. The Union and District will implement a feedback form for all members of the union.
2. The feedback form will be implemented for the ~~2021-2022~~ **2022-2023 and 2023-2024** school years.
3. The district will communicate timelines and process to applicable supervisors.
4. The ~~u~~**U**nion and ~~d~~**D**istrict will jointly communicate timelines and process to the members of the group.
5. An amount up to \$400 per member has been set aside for the ~~2021-2022~~ **2022-2023 and 2023-2024** school years for the implementation of a performance-based incentive as determined by the achievement of the individual goals.
6. The purpose of the feedback form is to provide feedback between supervisor and employee and provide an opportunity for job related performance conversation between supervisor and employee.

FOR: Edina Professional Association of Support Staff

President

Date

~~Member~~ **Vice President**

Date

FOR: Independent School District No. 273, Edina Public Schools

~~Chairperson~~ **Director of Human Resources**

Date

~~Clerk~~ **Manager of Human Resources**

Date

EPASS ANNUAL FEEDBACK FORM

It is the belief of EPASS members that Edina Public Schools recognizes that its employees are its greatest asset, and the aim of the District is to equitably develop and achieve every employee's full potential.

EPASS employees will meet with their supervisors to review areas of focus, standards of performance, and training opportunities. Supervisors will meet with EPASS employees in the fall to discuss what their focus will be for the year. They will meet in the winter to check in and again in the spring to review, discuss, and give feedback.

This performance feedback form is a tool for reviewing and further developing an employee's skills. This form is not to be used for disciplinary purposes. Any disciplinary and discharge actions must follow section 13.2 of the EPASS contract.

EPASS Annual Feedback Form

Employee Name:
Job Title:
Supervisor:
Date:

FALL FOCUS: DUE OCT. 15TH

Feedback Summary

What are the employee's strengths?

What are the employee's areas to focus on for improvement?

Employee Feedback

What is going well? What areas do you want to focus on for the next year?

What would you like your supervisor to know about your job? What training would benefit your position?

Employee Signature: _____

Supervisor Signature: _____

WINTER CHECK IN: DUE FEBRUARY 15TH

Comments:

Employee Signature: _____

Supervisor Signature: _____

JOB FEEDBACK SUMMARY: DUE MAY 15TH

E	Exceeds Expectations - exceeds normal requirements of job
P	Proficient - meets position requirements.
I	Improvement Needed - meets only some of the position requirements.
U	Unsatisfactory - does not meet position requirements, needs more direction/training

Feedback Items: Please use the rating scale above.			
General quality of work:		Communication/Customer Service:	
When given clear & concise directions, employee completes assigned work efficiently and within an established time frame.		Clearly expresses oneself verbally.	
Self-manages by setting own priorities, completing work on schedule and utilizing resources when needed.		Clearly expresses ideas and information in written format.	
Seeks information to solve problems or to follow through with a task; self-starter. Demonstrates flexibility.		Responds promptly and respectfully in a culturally and linguistically sensitive manner.	
Teamwork:		Dependability:	
Regularly works well with others for the success of students, staff, others and District.		Regularly arrives on time.	

Comments:

Employee Signature: _____

Supervisor Signature: _____

Completed EPASS Feedback Form will be sent to the Human Resources Department on or before May 15th.

EDINA PUBLIC SCHOOLS
Memorandum of Understanding
Labor Management Committee

It is agreed to by and between the Edina Professional Association of Support Staff ("Union") and Independent School District No. 273, Edina Public Schools ("District") as follows:

1. The Union and District will continue the Labor Management Committee ("LMC").
The LMC will include the Manager of Human Resources, Union President, and two union members, as appointed to the LMC as determined by the Union.
2. Additional members may be invited to provide further information if agreed upon by the Union President and Manager of Human Resources in advance.
3. The members of the LMC will determine the frequency, duration and topics of the LMC meetings.
4. The mission of the LMC is a partnership between the Union and District management to build an ongoing avenue to discuss issues of common concern.
5. The LMC will be in existence for the duration of the 2020-2022 Agreement between the Union and the District.

FOR: Edina Professional Association of Support Staff

DATE: _____
President _____

DATE: _____
Member _____

FOR: Independent School District No. 273, Edina Public Schools

DATE: _____
Director of Human Resources & Operations _____

DATE: _____
Manager of Human Resources _____

APPENDIX C

EPASS MOU Memorandum of Understanding Between Edina Public Schools and EPASS Disaster/Sick Leave Pool

WHEREAS, Independent School District 273, Edina Public Schools ("District") and Edina Professional Association of Support Staff ("EPASS") have a common mission to support staff who suffer from an accident, illness or a recurring illness that exhausts their basic leave bank or who need to care for a family member who suffers from an accident, illness or recurring illness that exhausts their basic leave bank.

Be it THEREFORE resolved:

1. This MOU will supersede the language in the Agreement Section 11.2 Disaster Leave if approved by members for the **2020-2022** **2022-2024** contract years.

Starting the Sick Leave Pool

- To initiate the Sick Leave Pool requires a minimum of 1,040 hours contributed by EPASS members to the pool and a minimum of 50% + 1 of EPASS members participating.
- Members who wish to participate in the Sick Leave Pool will be required to donate at least one (1) full-time equivalency day to the Sick Leave Pool.

Purpose

- The purpose of the Sick Leave Pool is to provide additional sick leave days to those members or immediate family members suffering from an accident, illness, or a recurring illness who have exhausted their sick leave.
- The Sick Leave Pool coordinates with Long-Term Disability (LTD) which begins after an EPASS member has been absent from their position sixty-five (65) consecutive work days. After 65 days the EPASS member must apply for LTD or return to work.

Membership

- EPASS members of the District, as defined in the Agreement, are eligible to be members of the Sick Leave Pool.
- In order to be members of the Sick Leave Pool they must donate at least one (1) day or full-time equivalency and may donate an unlimited number of hours.

- EPASS members must complete and submit a Sick Leave Pool enrollment form to join the Sick Leave Pool.
- New members shall be eligible to join the Sick Leave Pool within thirty (30) days of hire, or within 30 calendar days of the beginning of any succeeding school year.
- Members shall be eligible to join the Sick Leave Pool as full members within 30 calendar days of the beginning of any succeeding school year. Members eligible to join the Sick Leave Pool in 2020-2022, who then join at a later date, will donate one (1) day for each year for which they declined membership in the pool.
- A request to withdraw from membership in the Sick Leave Pool shall be in writing to the Sick Leave Pool Committee prior to ten (10) duty days after the beginning of any school year.
- Members who have accessed the Sick Leave Pool shall remain members of the Sick Leave Pool for the duration of their career in the District and cannot withdraw membership from the pool.
- All days donated to the Sick Leave Pool shall be irretrievable by the donor.
- The member cannot exceed the career maximum of 130 days of use including previous days used as disaster leave under Section 11.2 of the Agreement.

Sick Leave Committee

- The Sick Leave Pool shall be administered by the Sick Leave Pool Committee composed of two (2) employees appointed by the EPASS board and one (1) non-voting member to be appointed by the department of Human Resources.

Request

- A request for use of Sick Leave Pool days must be given in writing to HR and must be accompanied by a licensed physician verification that the applicant or the applicant's immediate family member is unable to work. For this section, an immediate family member includes a spouse, children, parents, or any relative or non-relative living in the employee's household. HR will confirm the receipt of the request within 48 hours.
- The Sick Leave Committee will review requests for use of Sick Leave Pool. Approval will be granted based on:
 - a. The member requesting access to Sick Leave Pool is a member of the Sick Leave Pool.
 - b. The requesting member has exhausted all basic sick leave time.

- c. The member has provided a physician's certification verifying the need of leave.
- d. The member has not exceeded the career maximum of 130 days of use including previous days used as disaster leave under Section 11.2 of the Agreement.
- Human Resources will share a non-confidential version of the request with the Leave Committee. The Leave Committee will review all requests in a timely manner and a majority vote of the Leave Committee will determine whether or not a request is approved.
- Human Resources will inform the member of its decision in writing. A member may request that the Leave Committee reconsider its decision by providing additional information within ten (10) days of the member's receipt of the Leave Committee's decision.
- Complete FMLA paperwork must be provided to the District upon application for use of the Sick Leave Pool if applicable.

Eligibility

- A Sick Leave Pool is available for use by an EPASS member (as defined in the EPASS Agreement) experiencing a short or long term illness of the individual member or a member of their immediate family (limited to spouse, children, parents, or any relative or non-relative living in the employee's household) on a case-by-case basis.
- Members who become members of the Sick Leave Pool and who are working less than full-time (40 hours per week) shall be eligible for benefits only for the pro-rata portion of the school day for which they are employed.
- Members receiving workers' compensation are not eligible to draw from the Sick Leave Pool.
- Sick leave days may be drawn from the Sick Leave Pool for 9 and 10 month EPASS members as per the member's duty day calendar turned into Human Resources.
- Benefits from the Sick Leave Pool will end upon a member's qualification for benefits from the long-term disability insurance plan, the receipt of PERA, or Social Security.

Donation of Sick Days

- Should the number of days in the Sick Leave Pool at the end of the school year be less than five hundred and twenty (520) hours, the committee shall have a leave drive or require each

member of the pool to donate one (1) full time equivalent day. Members will be able to donate their basic leave under Section 11.1.1 of the Agreement into the Sick Leave Pool during any leave drive. All donated hours will be deducted from the contributors' accrued basic leave totals under Section 11.1.1 of the Agreement. A member may donate unlimited hours during a drive.

- A Leave Drive may occur at the discretion of the Sick Leave Committee.
- Upon retirement or separation from the District, any EPASS member whether they are currently a member of the Sick Leave Pool or not, may donate any unused sick leave to the Sick Leave Pool. This clause takes effect for retirements as of January 1, 2022 to be added to the Sick Leave Pool at its inception.

This agreement will be reviewed during contract negotiations for the ~~2022-2024~~ **2024-2026** contract, and is subject to recertification by both parties.

~~The EPASS Board will have the right to modify the terms of this program as necessary during the first two years of the contract.~~
Section 11.2 Disaster Leave will remain in the EPASS Agreement for the ~~2020-2021~~ **2022-2023** and the ~~2021-2022~~ **2023-2024** school years during which time the Sick Leave Pool will be reviewed to determine its viability for the ~~2022-2024~~ **2024-2026** contract.

The District and EPASS are in agreement with the above language as evidenced by their representatives' signatures below.

Representative for:

EPASS

ISD 273, Edina Public Schools

President

~~Director of Human Resources and Operations~~ **Chairperson**

Vice President

Clerk

Date

Date



DEFINING EXCELLENCE

AGREEMENT

INDEPENDENT SCHOOL DISTRICT NO. 273

EDINA PUBLIC SCHOOLS

AND THE

EDINA PROFESSIONAL ASSOCIATION OF SUPPORT STAFF (EPASS)

JULY 1, 2022 THROUGH JUNE 30, 2024

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1. PURPOSE

This Agreement is made and entered into by and between Independent School District No. 273, Edina Public Schools ("Employer") and the Edina Professional Association of Support Staff, EPASS ("Association")

This Agreement is intended to promote constructive and harmonious relationships between the Employer and its employees; to establish equitable and peaceful procedures for the resolution of differences over terms and conditions of employment; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment that have been agreed upon by the Employer and the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended ("PELRA").

2. DEFINITIONS

2.1 Definitions

The following definitions are applicable to terms used in this Agreement:

2.1.1 Twelve-month Employees are defined as employees that are assigned by the Employer to work 12-months each year, inclusive of paid holidays and vacation. Although the number of duty days may vary slightly from one calendar year to the next, a typical work year for a twelve-month employee is 260 paid days. During years in which there are more than 260 duty days, the additional day(s) wages will be paid accordingly based on the employee's hourly rate. A twelve-month employee may accrue additional vacation days in accordance with Section 10.1.1.

2.1.2 Ten-Month Employees are defined as all employees that are assigned by the Employer to work for 10-months of each year. A typical work year for a ten-month employee includes 201 duty days. Ten-month employees will be paid for 217 days, including 201 duty days, 9 holidays, and 7 days of vacation. Ten-month employees will meet with their supervisor to complete a duty day calendar at the beginning of each school year. It is expected that ten-month employees will work on all student contact days with limited exception. A ten-month employee may accrue additional days of vacation pay in accordance with Section 10.1.2.

2.1.3 Nine-Month Employees are defined as all employees that are assigned by the Employer to work for 9-months of each year. A typical work year for a nine-month employee includes 181 duty days. Nine-month employees will be paid for 195 days, including 181 duty days, 9 holidays, and 5 days of vacation. Nine-month employees will meet with their supervisor to complete a duty day calendar at the beginning of each school year. It is expected that nine-month employees will work on all student contact days with limited exception. A nine-month employee may accrue additional days of vacation pay in accordance with Section 10.1.3.

2.1.4 Length of Service is experience credit for purposes of salary increases, longevity pay, tax-deferred matching contribution plan and vacation benefits. Length of service is determined as of July 1 each year. An employee hired prior to January 1 is given credit for one year of experience on the following July 1st. No step increase or any other experience credit will be given for less than one year of credit.

2.1.5 Other Terms

Other terms not specifically defined have the definitions given them under PELRA.

3. MANAGEMENT RIGHTS

3.1 Authority of the Employer

State law has vested in the Employer the full authority to manage, control and direct the operation of the school district, and to adopt, modify or repeal policies, rules and regulations for the district. All such authority of the Employer continues unimpaired, except as limited by a specific provision of this Agreement.

3.2 Provisions Contrary to Law

Any portion of this Agreement that violates any provision of the state or federal law is null and void and without force and effect. The provisions of this Agreement are severable.

4. ASSOCIATION RIGHTS

4.1 Recognition

The Employer recognizes the Association as the exclusive representative of all employees in the following appropriate unit as certified by the Minnesota Bureau of Mediation Services in Case No. 94-PTR-1005:

All office clerical employees who are employed in salary classifications a through g of Independent School District No. 273, Edina, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, including those on leave of absence who are guaranteed a position upon their return, excluding supervisory, confidential, and all other employees.

The Association has those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

4.2 Dues Check-Off

The Employer agrees to withhold dues for membership in the Association through payroll deduction for those employees authorizing the dues withholding. The Employer will forward these dues to the Association.

The Association will indemnify, defend and hold the Employer harmless against any claims made against and any suits instituted against the Employer, its officers or employees, by reason of the association dues deductions.

4.3 School Buildings and Facilities

The Association has the right in accordance with established regulations to reasonable use of school buildings and facilities provided the use not interfere with normal school activities or functions. The Association's Executive Board and its designees serving on district-wide committees has the right to use district mailboxes and email for the purpose of communicating meeting dates; distributing minutes of meetings; and sharing information such as internal position vacancies, benefit information, and educational opportunities. The Employer reserves the right to assess charges for additional custodial expense or for other additional operational expense beyond normal maintenance costs resulting from this use.

4.4 Board Agenda

The board agenda is made available on the district website prior to the board meeting. If the School Board does not approve the personnel recommendations as contained in the board agenda, the Employer will inform the Association President in writing of any changes from the board agenda within 24 hours after the board meeting.

4.4.1 Seniority List

The current seniority list will be made available to the Association within 15 working days of the School Board approval of any changes.

4.5 Information

The Association will have access upon reasonable notice, to any available financial information not deemed confidential, necessary for the Association to exercise its responsibilities as exclusive representative.

4.6 Released Time for Association Activities

The Association will be allowed up to a total of ten days annually to be used by officers or agents of the Association. The Association agrees to notify the Superintendent or designee, no less than five business days in advance of the date for intended use of this leave. The cost of Association representative wages is equally borne by the Employer and the Association. The Association agrees to reimburse the Employer within 30 calendar days of the absence.

5. COMPENSATION

5.1 Hourly Wage Schedule

The following hourly wage schedule applies to an employee covered by this Agreement:

Effective January 1, 2023 through June 30, 2023:

Step	A	B	D	E	G
1	\$ 23.81	\$ 22.86	\$ 21.96	\$ 20.92	\$ 20.33
2	\$ 24.25	\$ 23.26	\$ 22.19	\$ 21.24	\$ 20.57
3	\$ 24.90	\$ 24.17	\$ 22.73	\$ 21.70	\$ 21.02
4	\$ 26.23	\$ 25.24	\$ 23.58	\$ 22.25	\$ 21.80
5	\$ 28.09	\$ 26.98	\$ 24.10	\$ 23.16	\$ 22.51
L 10	\$ 28.95	\$ 27.86	\$ 24.88	\$ 23.98	\$ 23.37
L 20	\$ 31.12	\$ 29.62	\$ 27.36	\$ 26.39	\$ 25.72

All eligible employees will advance one (1) step on the above wage schedule as of January 1, 2023.

Effective July 1, 2023 through June 30, 2024:

Step	A	B	D	E	G
1	\$ 24.17	\$ 23.20	\$ 22.29	\$ 21.24	\$ 20.64
2	\$ 24.61	\$ 23.61	\$ 22.52	\$ 21.55	\$ 20.88
3	\$ 25.27	\$ 24.53	\$ 23.07	\$ 22.03	\$ 21.33
4	\$ 26.62	\$ 25.62	\$ 23.93	\$ 22.59	\$ 22.13
5	\$ 28.52	\$ 27.38	\$ 24.47	\$ 23.51	\$ 22.84
L 10	\$ 29.39	\$ 28.28	\$ 25.26	\$ 24.34	\$ 23.72
L 20	\$ 31.59	\$ 30.06	\$ 27.77	\$ 26.79	\$ 26.11

All eligible employees will advance one (1) step on the above wage schedule as of July 1, 2023.

5.2 Placement on Hourly Wage Schedule

Credit may be given for appropriate outside experience at the time of employment. New employees with appropriate experience may be placed on steps 1 through 5 with approval of the Director of Human Resources, or designee. Salary step placement will be determined as of July 1 of each year.

Placement on the L10 longevity step will only occur if the employee has appropriate outside experience warranting a step 5 placement and the employee has nine years of continuous service to the district directly proceeding the hiring into the unit.

5.34 Longevity Pay (Steps L10 and L20)

For employees hired before October 1, 2012, an employee's eligibility

for longevity pay will be determined as of July 1 for each succeeding fiscal year. An employee qualifies for placement on the L10 step of the hourly wage schedule after nine years of continuous service to the district, except employees re-employed based on section 5.5 or 8.9. An employee qualifies for placement on the L20 step of the hourly wage schedule after nineteen years of continuous service to the district, except employees re-employed based on section 5.5 or 8.9. Refer to Section 5.1 for hourly wage rates including longevity for each classification level.

For employees hired on or after October 1, 2012, an employee's eligibility for longevity pay will be determined as of July 1 for each succeeding fiscal year. An employee qualifies for placement on the L10 step of the hourly wage schedule after nine years of service to the district. An employee qualifies for placement on the L20 step of the hourly wage schedule after nineteen years of service to the district. Refer to Section 5.1 for hourly wage rates including longevity for each classification level. Current district employees hired into this unit will be placed at the appropriate step in accordance with Section 5.3. An employee who moves into this unit who has additional years of continuous service within the district will qualify for placement on the L10 step after (1) reaching and serving one year on step 5 and (2) nine years of service to the district.

5.4 Reemployment after Voluntary Separation

This paragraph applies to an employee, reemployed after July 1, 2008, who is reemployed by the Employer after separation from employment (1) due to voluntary resignation that occurred with cause; and (2) reemployed within five years of the separation date with the Employer. The employee will have previously completed years of service with the Employer reinstated to a maximum of five years. Reinstatement of years of service only applies toward the length of service required to reach a longevity step, tax-deferred matching contribution, and vacation benefits. Step placement is governed by Section 5.2 of the Agreement.

An employee reemployed prior to July 1, 2008 remains as credited when reemployed. An employee who is reemployed by the Employer more than five years after the separation date will have one year of service apply toward the length of service required to reach a longevity step, tax-deferred matching contribution, and vacation benefits.

5.5 Pay Periods

A twelve-month employee is paid twice monthly, on or before the fifteenth and the thirtieth of each month.

A ten-month employee has the option of 21 or 24 pay periods. A nine-month employee has the option of 19 or 24 pay periods. An employee must make this election prior to July 1 or at the time of initial employment. An employee is paid twice monthly on or before the fifteenth and the thirtieth of each month. The initial pay period for a ten-month employee is August 30 and for nine-month employees is September 15.

6. RECLASSIFICATION

6.1 Reclassification

All reclassification changes are made after consultation with the Association President and the district Job Evaluation Consultant. Job titles included in each classification as of the effective date of this Agreement are set forth in Appendix A. The Employer has the right to reclassify positions as appropriate due to changed circumstances such as changes in workload or job content.

6.2 Changes in Pay Equity Evaluation Systems

An employee whose position is reclassified at a lower level because of a change in the Employer's pay equity evaluation system will remain at his or her current classification. A new employee in a reclassified position will be placed at the appropriate reclassified level.

7. JOB OPENINGS

7.1 Notice of Job Openings

The Employer will post on its website for seven business days non-temporary job openings not filled by reassignment. All postings will be posted for internal and external candidates simultaneously. All postings submitted by 12:00 p.m. will count as the first business day. Qualifications for any opening are those listed in the Employer's official job description.

The Employer will post all open positions in a timely manner and will make every reasonable attempt to ensure positions are not left vacant.

The Employer will contact the Association President when jobs are posted.

7.2 Application for Job Openings

An eligible employee covered by this agreement who submits an internal application using the employer's online application system for any vacancy posted pursuant to this section will be interviewed. The employer and its agents will give fair and objective consideration to internal candidates. Probationary employees are not eligible to apply for a posted vacancy.

An internal applicant not hired for a position shall be informed by the hiring agent of the specific reason(s) why he or she was not chosen.

An employee promoted from a lower classification to a higher classification shall receive an immediate hourly wage increase.

8. LAYOFF AND RECALL

8.1 Recognition

The parties recognize the principle of seniority in the application of this Section, subject to the restrictions and limitations stated below.

8.2 Definitions

8.2.1 Full-Time Employee

A full-time employee for purposes of Section 8 only is defined as an employee who works 30 or more hours per week.

8.2.2 Part-Time Employee

A part-time employee for purposes of Section 8 only is defined as an employee who works fewer than 30 hours per week.

8.2.3 Calendar Day

A calendar day is defined as each day of the week, Sunday through Saturday. If the last day of a timeline is on a holiday, Saturday or Sunday, the timeline will be extended to 4:30 p.m. on the following business day.

8.3 Seniority Date

An employee acquires seniority upon completion of the probationary period as defined in this Agreement. Upon acquiring seniority the seniority date relates back to the date of hire of continuous service within the appropriate unit and is accumulative only within this appropriate unit.

8.4 Displacement Rights

8.4.1 Written Notice of Layoff

An employee whose position is being eliminated or reduced from full-time to part-time will be sent written notice via email and U.S. mail of the position elimination or reduction from full-time to part-time no fewer than fourteen calendar days before the last working day in the current position. The Department of Human Resources will send a copy of the notice to the representative designated by the Association at the same time it is sent to the affected employee.

The affected employee can elect to displace ("bump") in accordance with Section 8.4.3 and Section 8.4.4.

8.4.2 Written Displacement Request

The affected employee must submit a written request to displace to the Department of Human Resources within seven calendar days of the affected employee's receipt of notice of layoff.

8.4.3 Displacement Procedures, General Guidelines

The affected employee may elect to accept reduced hours being offered by the Employer as provided in Section 8.5, accept layoff subject to recall rights as provided in this Agreement, or displace using the following displacement procedures. The Department of Human Resources will use the current seniority list to facilitate any elected displacement procedures.

Displacement occurs in accordance with the chart in Section 8.4.6. A part-time employee cannot displace a full-time employee, nor can an employee displace an employee in a higher classification.

An employee serving in more than one classification is considered, for Section 8.4 only, as a member of the classification in which the employee's regular assignment produces the greatest monthly earnings.

8.4.4 Displacement Procedures, Process

The affected employee will displace the employee least senior within the affected employee's job classification provided they meet the minimum requirements for the position as described on the current job description or demonstrate they have the skills necessary to perform the essential duties of the position as determined by the Department of Human Resources.

If no opportunity exists for displacement within the employee's job classification, the employee will displace the employee least senior in the next lower job classification. If this opportunity does not exist, the affected employee will displace the employee who is the next least senior within that job classification. This displacement procedure will continue until the affected employee reaches the most senior employee in the lowest classification.

8.4.5 Displaced Employees

Each subsequently displaced employee may elect to displace using the process in Section 8.4.4. The displaced employee must submit a written request to displace to the Department of Human Resources within seven calendar days of the displaced employee's notice of displacement.

8.4.6 Illustrative Chart

For purposes of this displacement procedure, the chart below illustrates equivalent classifications, their hierarchy, and the order in which an employee may exercise displacement rights.

"A" employee can displace:	A B	D E	G
"B" employee can displace:	B	E	G
"D" employee can displace:		D E	G
"E" employee can displace:		E	G
"G" employee can displace:			G

8.5 Reduction to Part-time

In the event that a full-time employee's position is reduced, but as a result of that reduction continues to qualify as a full-time employee as defined in Section 8.2.1, the employee is not entitled to displace any other employee regardless of seniority. In the event that a full-time employee's position is reduced to part-time as defined in Section 8.2.2, the employee may accept the reduced position or may elect to displace in accordance with the provisions of Section 8.4.

8.6 Changes in Assignment

In the event that an employee's position is eliminated, or reduced to part-time as defined in Section 8.2.1, and another position is available within the employee's current classification for which the employee has the necessary skills and qualifications as determined by the Employer, the Employer will transfer the employee to that assignment. An employee in this situation is not entitled to displace any other employee regardless of seniority.

8.7 Layoff Application

An employee on layoff retains seniority and right to recall within an equal or lower classification in seniority order for a period of 15 months after the date of layoff, subject to the provisions of Section 8.8 below.

8.8 Recall

An employee will be recalled by seniority for a position within the same or a lower classification held prior to layoff for which he or she is qualified. Seniority between classifications is in accordance with the chart in Section 8.4.6.

8.8.1 Recall Notice

If a position becomes available for an employee who is on layoff, the Employer will mail by U.S. mail a notice of recall to the recalled employee and association president. The employee has ten calendar days from the date this notice is mailed to accept reemployment. If an employee does not believe he or she is qualified for the vacant position, he or she may submit in writing to the Department of Human Resources reasons the employee believes he or she is not qualified. This written submission must be made to Department of Human Resources within five business days of being contacted by the Employer. If the employee's written acceptance of the available position is not received by the Department of Human Resources within the ten-calendar day period, the employee has waived recall to the position then available.

The employer will provide training to recalled employees unless the employee is recalled to his or her original position.

8.8.2 Future Reinstatement Rights

The employee also forfeits any future reinstatement of employment rights subject to the following provision. An employee on layoff may only reject reemployment without forfeiting any future reinstatement of employment rights if (1) he or she was in a full-time position and was recalled to a part-time position; (2) he or she was recalled to a position in a lower classification; or (3) he or she was not qualified for the position as determined in Section 8.8.1.

8.9 Reemployment after Layoff

An employee who is separated as a result of layoff and who has not forfeited reinstatement rights under Section 8.8 will have years of service reinstated without limit upon reemployment, without regard to the number of years between the separation date and reemployment for the purpose of reaching a longevity step, tax-deferred matching contribution, and vacation benefits.

9. DUTY DAYS, HOURS AND OVERTIME

9.1 Duty Days

The specific scheduling of duty days for each nine or ten month employee is determined by the Employer at the beginning of the year, after consultation between the employee and the immediate supervisor, which should include the employee's identification of any observed religious holidays.

9.2 Regular Work Week

Forty hours, exclusive of 30-minute lunch periods, constitutes the regular work week. There are two paid break periods of 15 minutes each during each workday consisting of eight or more hours. The specific hours of work and break times for an individual employee are established by the employee's immediate supervisor. The work week begins at 12:01 a.m. on Sunday and concludes at midnight on the following Saturday.

9.3 Overtime and Compensatory Time

An employee will be paid at one and one-half (1.5) times the regular rate for all hours worked at the Employer's request in excess of 40 hours in any one work week. Authorized sick leave and holiday pay is considered time worked for the purpose of computing overtime. An employee required to work on a Sunday or scheduled holiday is paid two times the regular rate of pay for this time worked.

9.3.1 Definitions related to section 9.3

- Contracted 40 hour per week employees will accrue compensatory time for all hours worked in excess of 40 hours.
- Employees contracted to work fewer than 40 hours per week will accrue 1 (one) hour of compensatory time for

- each hour worked up to 40 hours in any one work week.
- Employees contracted to work fewer than 40 hours per week, upon reaching 40 hours in any one work week, will accrue compensatory time at the rate of one and one-half (1.5) times the regular rate for all hours worked in excess of 40 hours at the Employer's request.

The Employer may offer compensatory time off in lieu of overtime pay, to the extent authorized by law. Compensatory time will be calculated as above. An employee's scheduling of compensatory time is subject to approval by the employee's supervisor.

Compensatory time must be used or paid out every 90 days with the exception of the end of the fiscal year as noted below. If the Employer chooses to offer compensatory time in lieu of overtime pay, the employee may choose to bank the time as compensatory time. The immediate supervisor shall keep appropriate records of all compensatory time earned and used by the employee. Appropriate records include copies of the District form titled: Request for Overtime or Use of Compensatory Time, (Appendix I to Policy 431) and copies of time sheets submitted for payment of overtime.

An employee may accrue a maximum of 40 hours of compensatory time within each 90 day period. Once the 40 hour limit has been reached, the employee shall be paid monetary overtime for all hours of overtime work beyond the 40 hour limit. If the compensatory time is not used within 90 days, it will be paid out in the next available payroll upon submission of approved timesheet. Compensatory time may not be carried over to the next 90 day period of time. Compensatory time may not be carried over from one fiscal year to the next. Any compensatory time earned in the last quarter of the fiscal year ending June 30th shall be paid by submission of approved timesheet on the 6/30 payroll.

Upon separation from the District, an employee will be paid for all unused compensatory time up to the accrued 40 hour limit.

9.4 Replacement Pay

An employee assigned on a temporary basis to a position in a higher classification for a period of more than three consecutive working days is compensated at the higher rate of pay retroactive to the first day of the assignment. Step placement for the temporary assignment corresponds with the step placement of the employee's normal assignment.

An employee asked to perform the work of an employee outside of the unit for a period of more than three consecutive working days may request consideration for a pay rate different from the employee's regular pay rate. An employee has the right to refuse to work outside of his or her classification. The Employer's decision to permit or deny the employee's request is not subject to the grievance and arbitration procedure.

A part-time employee temporarily working in a higher classification is compensated at the higher rate of pay for the length of the

assignment.

9.5 Emergency/Weather Closing

An employee will be paid as follows in the event that school is delayed in opening, canceled, or closes early.

Delayed Opening: An employee will adjust hours to announced starting time and is paid regular pay (e.g. if school starts one hour late, report one hour later than usual).

School Canceled: An employee is not required to work when school is closed and will receive regular pay. An employee may be required to work an alternative day if school is subsequently rescheduled without any additional pay.

Early Closing: If an employee is sent home, the employee will be paid balance of scheduled hours.

10. VACATIONS AND HOLIDAYS

10.1 Vacations

An employee will be provided paid vacation time or vacation pay as described below. A scheduled holiday that falls within an employee's vacation period is not counted as a vacation day. An employee hired after June 30th will receive a prorated number of vacation days. Payment for vacation taken or paid in excess of that which was earned will be deducted from the employee's pay.

10.1.1 Paid Vacation Time for Twelve-month Employees

A twelve-month employee receives vacation days as set forth in the following schedule. The specific period of vacation is subject to the approval of the employee's supervisor. An employee may carry up to eleven days of vacation from one fiscal year to the next.

Provided that an employee notifies the Employer in writing a minimum of ten duty days in advance of intent to resign, an employee will be paid for unused, earned vacation. The maximum number of vacation days accumulated at the time employment is severed is eleven carryover days plus vacation earned in the last fiscal year of employment.

Year of Service	<u>Number of Vacation Days</u> (Hours for 1.0 FTE)
1-2	10 (80)
3-4	13 (104)
5-8	16 (128)
9	17 (136)
10	18 (144)
11-12	19 (152)
13	20 (160)
14-19	22 (176)
20 and above	25 (200)

10.1.2 Paid Vacation for Ten-month Employees

A ten-month employee receives seven days of vacation pay per year, which is included in their 217 paid days. After completing six years of service, an employee will receive an additional day of vacation pay per year, with a maximum of six additional days.

10.1.3 Paid Vacation for Nine-month Employees

A nine-month employee receives five days of vacation pay per year, which is included in their 195 paid days. After completing six years of service, an employee will receive an additional day of vacation pay per year, with a maximum of one additional day.

10.1.4 Paid Vacation for Part-time Employees

A part-time employee receives pro rata vacation.

10.2 Holidays

The Employer will observe 12 paid holidays per year for 12 month employees and 9 paid holidays for 9 month and 10 month employees on which an employee is not ordinarily scheduled to work. Placement of holidays for each year will be determined by the Employer each spring.

11. LEAVES AND ABSENCES

11.1 Basic Leave Allowance

An employee receives a basic leave allowance of one working day (8 hours for 1.0 FTE) per month for absence without deduction from pay. An employee working less than 1.0 FTE receives leave on a prorated basis. The basic leave allowance may be used for sick leave, family illness leave, personal leave and religious observance leave under the terms and conditions set forth in this Section. The leave is requested using the district's electronic leave system. This leave is deducted from the employee's basic accumulated leave allowance. Basic leave not used during any fiscal year accumulates without limit.

11.1.1 Sick Leave

An employee may use one day of accumulated basic leave allowance for each day of absence due to illness or injury. An employee who has been absent may be required to present a statement from a physician verifying an illness and certifying that the employee has recovered sufficiently to return to normal duties. An employee absent more than five consecutive working days must present this certification. If the Employer requires a certification for an absence of less than six days, the Employer will designate the physician and is responsible for paying the cost of the physician's examination. For certification of absences greater than five consecutive working days, an employee will be responsible for paying the cost of the physician's examination unless the Employer requires examination by a specified physician, in which instance the Employer will be responsible for paying the cost of the examination.

An employee receiving wage replacement benefits under the provisions of the Workers' Compensation Act is paid the difference between the wage replacement benefit and the employee's regular daily rate of pay to the extent that accumulated basic leave is available.

An employee receiving wage replacement benefits under the provisions of long-term disability insurance is paid the difference between the wage replacement benefit and the employee's regular daily rate of pay to the extent accumulated basic leave is available. Deductions from the employee's accumulated basic leave are according to the pro rata portion of basic leave used.

11.1.2 Family Illness Leave

An employee may use up to 12 days of accumulated basic leave in a fiscal year for serious illness of the employee's spouse, children, parents, or any relative or non-relative living in the employee's household.

An employee may use accumulated basic leave allowance for absences due to an illness or injury to the employee's dependent child for reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use accumulated basic leave for the employee's own illness or injury.

11.1.3 Bereavement Leave

For a death in the immediate family up to five days of accumulated basic leave may be used per incident. The immediate family includes spouse, children, parents, brother, sister, grandparents, in-laws of a similar degree of relationship, or any relative or non-relative living in the employee's household. For death or illness in other than the immediate family, up to three days of leave allowance may be used per incident.

An employee may, without deduction from pay or leave, also attend local funerals when (1) the absence involves approximately two hours and (2) coverage can be arranged from other employees, as necessary.

11.1.4 Personal Leave

An employee may use up to four days of accumulated basic leave during a fiscal year for personal leave. No more than two days will be taken consecutively unless approved by the employees' direct supervisor. The specific reason for the requested leave does not have to be given.

Requests for personal leave must be submitted in writing to the employee's immediate supervisor at least three duty days in advance except in cases of extreme emergency.

An employee making a timely request for use of personal leave may use such leave unless the employee is notified that his or her request is denied. Adequate staffing for buildings and/or departments must be ensured as determined by the supervisor.

The employee must ensure that he or she has personal leave days available. An employee is encouraged to check availability of personal leave by logging into the Employer's electronic leave system.

11.1.5 Religious Observance Leave

Up to three days leave shall be granted to an EPASS member for required religious observance. Such days must be recognized religious holidays and shall not be permitted for circumstances where personal alternative attendance options exist. These days shall be deducted from the basic leave allowance. Notification must be submitted to the Superintendent, or the authorized representative, in writing, at least two weeks prior to such absence.

11.2 Disaster Leave

For the duration of the contract, refer to the Disaster/Sick Leave Pool Memorandum of Understanding which supersedes this section upon the establishment of the Sick Leave Pool.

The Employer will provide disaster leave coverage for an employee who has exhausted accumulated basic leave prior to the commencement of long-term disability insurance benefits. An employee becomes eligible for disaster leave coverage after the employee has been continuously disabled and unable to work for 15 consecutive duty days, as certified by a physician. Disaster leave payments begin on the first duty day following the last day of basic leave payment and continues only for the period during which the employee remains continuously disabled and unable to work. Employer contributions toward group insurance coverage will continue while the employee is receiving disaster leave payments.

Disaster leave payments cease in any event after the 65th duty day of absence.

11.3 Parental Leave

Any employee is eligible for a leave of absence without pay for a period of up to 12 months for child care.

The employee will submit an application for parental leave at least 60 calendar days before the leave is to begin. The sixty-day requirement may be waived when an emergency makes this notice impossible. Child care begins at a date agreed upon between the Employer and the employee. Failure to return to work upon expiration of a leave of absence results in termination of employment. The employee will be reinstated to the employee's original job or to a clerical position with no reduction of monthly pay and retains all seniority and leave benefits accrued prior to taking the leave of absence.

11.4 Family, Medical and Parental Leave

An eligible employee may be entitled to up to 12 weeks of unpaid leave per twelve-month period consistent with law and the terms of the Employer's leave policy and procedure, as it may be amended from time to time at the sole discretion of the Employer.

Leaves taken under other sections that also qualify as leave under the Family Medical Leave Act are coordinated and taken simultaneously.

11.5 Leave of Absence Without Pay

An employee is eligible for a leave of absence without pay for a period of up to 90 calendar days, without loss of seniority, for the purpose of caring for a spouse, child or parent during an extended illness. The Employer may also approve, at its sole discretion, a request for a leave without pay for other purposes. Failure to return to work upon expiration of a leave of absence results in termination of employment. An employee on leave of absence under this section retains accrued benefits that the employee had accrued at the time of the commencement of the leave.

11.6 Judicial Leave

An employee who is absent because of required jury duty or a subpoena for any court duty will be granted leave and paid the difference between the employee's regular rate of pay and the payments received for the jury or court duty, unless the employee is a party in the case. If the School Board is a party in litigation, the employee receives regular pay while attending as a witness at the request of the School Board or its co-defendant in the case.

11.7 Substitutes During Leaves of Absence

If a twelve-month employee is granted a leave of absence of less than one year or a ten-month or nine-month employee is granted a leave of absence less than a work year, his or her position will be filled with a temporary employee who will be discharged without rights to Section 8 or Section 11.1. An employee granted this duration of leave is returned to his or her previous position so long as that position still exists. A position vacant due to the above-mentioned type of leave of absence may be filled by the Employer without posting the position; however, if the employee on leave of absence does not return to work, the temporary employee will be terminated and the position must be posted at that time.

11.8 Incentive Leave

An employee earns one unrestricted incentive leave day with pay if the employee completes the full prior fiscal year without using any leave allowance for personal sick leave, family illness leave or personal leave, as provided for in Sections 11.1, 11.2, 11.4, and 11.5 of this Agreement. This incentive leave day may be used upon three days written notice to the employee's supervisor. This day may not accumulate from one fiscal year to the next.

11.9 Superintendent's Discretionary Leave

Other types of absence not included herein are subject to the discretion of the Superintendent.

11.10 Return from Leaves of Absence

If a twelve-month employee is granted a leave of absence of more than one year or a ten-month or nine-month employee is granted a leave of absence of more than a work year, the position will be filled with a non-temporary employee. An employee granted this duration of leave is returned to any available position within his or her classification for which they are qualified as determined by the Employer. If there is no available position then this employee would invoke displacement procedure described in Section 8.4.

12. BENEFITS

12.1 Group Insurance Policies

The Employer will provide an employee working a regular schedule of 30 or more hours per week the program of group insurance coverage described in this Section. The provisions of this Section are merely descriptive of the coverage provided, and that an employee's eligibility for benefits is governed by the terms of the master insurance contracts in force between the Employer and the insurers providing coverage.

In the event there is a change in any of the carriers, the matter will be referred to the Insurance Committee for recommendation to management, subject to Minn. Stat. § 471.6161, Subd. 5.

12.2 Life Insurance

An eligible employee may participate in the Employer's group term life insurance program and will be insured for an amount equal to the whole number of thousands in annual base salary. Life insurance benefits are reduced by 50% when an employee reaches age 70. The Employer pays the entire premium for coverage. An eligible employee may apply for supplemental group term life insurance according to the Employer's current life insurance plan.

12.3 Long-Term Disability Insurance

An eligible employee may participate in the Employer's long-term disability insurance program. The Employer pays the entire premium for this coverage. An employee receiving long-term disability insurance benefits also remains eligible for Employer contributions for hospitalization-medical insurance.

12.4 Accidental Death and Dismemberment Coverage

An employee is eligible for accidental death and dismemberment insurance coverage in an amount equal to his or her basic annual salary rounded up to the next whole thousand. The Employer pays the entire premium for such coverage.

12.5 Hospitalization-Medical Insurance

Participation in the medical insurance program is voluntary. The Employer will contribute the following amounts toward the monthly premium of each employee enrolled in the coverages available.

Type of Coverage	Monthly Employer Contribution
Single	\$577
Single + One	\$805
Family	\$1048

In the event an employee selects a medical insurance plan for which the monthly premium is less than the Employer contribution, the Employer will deposit, into an employee's health reimbursement plan, the difference between the Employer contribution and the amount of the monthly premium.

An employee will contribute, through payroll deduction, any excess monthly premium remaining after the Employer's contribution toward the type of coverage for which the employee is enrolled.

Employees who are receiving wage replacement benefits under the provisions of the Workers' Compensation Act or long-term disability insurance remain eligible for the Employer contribution for hospitalization-medical insurance.

12.6 Dental Insurance

An eligible employee may participate in the Employer's dental plan. An employee who elects to enroll in the program will contribute the entire premium through payroll deduction.

12.7 Retirement Contribution Plans

An employee may contribute a portion of his or her base salary to the employee's retirement contribution plans, either tax-deferred or not tax-deferred, subject to the following subsections.

12.7.1 Approved Plans

The employee's contribution plans must be district-approved and subject to applicable provisions of Minnesota Statutes and IRS Codes and any amendments thereto. A list of eligible plans is available on the district's website and in the business office.

12.7.2 Eligibility for Matching Salary Deduction for Tax-Deferred 403(b) Matching Contribution Plan

An employee is eligible to participate in the tax-deferred 403(b)

matching contribution plan if (1) the employee has completed five years of service with the Employer and (2) the employee is assigned to work 20 hours or more per week. The Employer contribution is not payable unless the employee authorizes a matching salary reduction up to the amount he or she is eligible to receive under Subsection 12.7.3.

12.7.3 Employer Contribution for Tax-Deferred 403(b) Matching Contribution Plan

The amount of the Employer contribution will be two percent of the employee's annual base salary as specified in Section 5.1.

12.7.4 Employee and Employer Contribution for Plans

Contributions will be made to a district-approved company of the employee's choice, subject to the previous subsections. The employee is responsible for making all arrangements required with the vendor to ensure that proper payment can be made by the Employer.

12.8 Flexible Benefits Plan

An employee covered by this Agreement is eligible to participate in the Flexible Benefits Plan established by the Employer pursuant to the Internal Revenue Code, provided, however, that an employee meets all other requirements for eligibility set forth in the Plan.

13. DISCIPLINE AND DISCHARGE

13.1 Probationary Period

A new employee serves a probationary period of 120 duty days, during which time the Employer has the unqualified right to discharge the employee without assigning any cause and without recourse to the grievance procedure. At any time during the probationary period, the employee may request a review of his or her performance. An additional 60-working day extension of the probationary period may be required upon the mutual agreement of the Employer and the Association.

13.2 Discipline and Discharge

After an employee has completed the probationary period, the Employer may discipline or discharge an employee for just cause. A supervisor will adhere to School Board Policy 403 (Discipline, Suspension, and Dismissal of School District Employees). Disciplinary action normally includes the following actions and will normally be taken in the following order, except in cases of serious misconduct:

1. Oral Warning—notification and warning to employee;
2. Written Reprimand—formal notification in writing to employee;
3. Suspension Without Pay—loss of work and wages for a specified

period of time;

4. Discharge—termination of employment.

13.3 Representative and Employee's Personnel File

An employee has the right to request and have an Association representative present during any disciplinary action. The district will ask the employee if they want EPASS representation prior to meeting for any disciplinary action. The employee and his or her representative designee have access to the employee's personnel file. The employee and his or her representative will be provided with a copy of any disciplinary letter entered into these files and have the right to respond to the letter.

Any disciplinary action beyond an oral warning will be part of the employee's personnel file. The letter must include a statement of the rationale for the disciplinary action taken. A copy of the disciplinary letter will be provided to the Association President when written warning, suspension or discharge is involved provided that the Association has been in consultation with the employee and Employer.

If the employee disputes information contained in the personnel file and the Employer does not agree to remove or revise the disputed information, the employee may submit a written statement explaining the employee's position. This statement must be part of the personnel file for as long as the Employer maintains it. No written allegation is a basis for discipline unless it has been entered into an employee's personnel file.

Any disciplinary notice which has been in the employee's file for at least two (2) years may be removed upon appeal by the employee to the Director of Human Resources. In determining whether removal of the notice is appropriate, the Director of Human Resources shall consider any appropriate factors including, but not limited to: the severity of the conduct referenced in the notice and the employee's conduct since the time of the notice. The employee may have EPASS representation at the appeal, if desired.

14. GRIEVANCES AND ARBITRATION

14.1 Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

14.2 First Step

An employee or group of employees with a grievance will meet with the immediate supervisor within ten business days after becoming aware of the incident giving rise to the grievance, in an attempt to resolve the grievance. If the parties are unable to resolve the grievance within five scheduled working days of the meeting, the grievance will be denied. The employee may appeal the grievance to the second step. Failure to timely appeal will constitute a waiver of the grievance.

14.3 Second Step

An employee who is not satisfied with the disposition of the grievance of the first step will file a written statement of the grievance with the Director of Human Resources within ten scheduled working days following the meeting with the supervisor. The written statement must be dated and signed by the employee and/or the exclusive representative and will set forth the facts and state the provisions of this Agreement allegedly violated. The employee and/or exclusive representative and the Director of Human Resources will meet and attempt to resolve the grievance within five scheduled working days after filing of the written grievance with the Director of Human Resources. If the grievance is resolved, the written terms of resolution will be signed by both parties. If no resolution is reached within five scheduled working days after the grievance was filed with the Director of Human Resources, the grievance will be denied. The employee may appeal the grievance to the third step. Failure to timely submit the grievance to the third step will constitute a waiver of the grievance.

14.4 Third Step

An employee who is not satisfied with the disposition of the grievance at the second step will file a copy of the written statement of the grievance with the Superintendent within ten scheduled working days following the completion of the second step. The employee and/or exclusive representative and the Superintendent or designee will meet and attempt to resolve the grievance. If the grievance is resolved, the written terms of resolution will be signed by both parties. If no resolution is reached, the grievance will be denied. The Association may submit the grievance to arbitration. Failure to timely file a written notice of intent to arbitrate will constitute a waiver of the grievance.

14.5 Submission to Arbitration

The Association may submit to arbitration any grievance properly processed through the third step of the grievance procedure. The Association must file a written notice of intent to arbitrate with the Superintendent within 15 scheduled working days following the completion of the third step. Arbitration is conducted according to PELRA. A grievance may only be advanced to final and binding arbitration provided that the employee has not elected to pursue a veteran's discharge hearing and the timeline for such hearing has been exhausted, if applicable.

14.6 Jurisdiction and Authority of Arbitrator

The arbitrator has jurisdiction only over those grievances properly submitted to arbitration in accordance with the terms of this Agreement. The arbitrator has no power to add to or subtract from, or change, modify or amend in any way the terms and conditions of employment set forth in this Agreement. All witnesses will be sworn upon oath by the arbitrator.

14.7 Representation

An employee, supervisor, or administrator may be represented at any stage of the formal grievance procedure by any person or agent designated by the party to act in the employee's behalf.

14.8 Time Limitations

Since it is important that grievances be processed as rapidly as possible, the specified time limitations are considered as a maximum and every effort will be made to expedite the process. The time limitations may be extended only by mutual consent. Failure of an employee or the Association to comply with the limitations specified constitutes a waiver of the grievance. Failure of a supervisor or the Employer to act within the time limitations specified constitutes a denial of the grievance and the employee or the Association may proceed to the next stage.

14.9 Arbitrator's Decision

The arbitrator issues a written decision and order including findings of fact which are based upon substantial and competent evidence presented at the hearing. The arbitrator's decision must be rendered within 30 days after the close of the hearing. The arbitrator's decision is subject to all the limitations of arbitration decisions set forth in PELRA. Within these constraints, the arbitrator's decision is final and binding.

14.10 Expenses

The Association and Employer bears its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses the party incurs in connection with presenting its case in arbitration. A transcript or recording will be made of the hearing at the request of either party. The parties equally share fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript pays for the copy.

14.11 Grievance Mediation

Upon the completion of the third step, either party may request grievance mediation provided by the Bureau of Mediation Services ("BMS"), if there is mutual agreement to do so. In the event grievance mediation does not result in resolution of the grievance, the Association may file with the Superintendent a written notice of intention to arbitrate not more than 15 scheduled business days after the Mediator declares the grievance mediation unsuccessful. Decisions by either party as to its participation in the grievance mediation process may not be presented in arbitration.

15. MISCELLANEOUS

15.1 Staff Development

An employee or the Employer may request specific training or the Employer may require specific training. Reimbursement for training is subject to the prior approval of the Employer. Attendance at approved training will be granted without loss of pay.

15.2 Personnel Files

All evaluations and files generated within the school district relating to an employee are available during regular school business hours to an employee upon reasonable notice. The employee has the right to reproduce any of the contents of the files at the employee's expense, and to submit for inclusion in the file, written information in response to any material contained therein. The contents of these files will be subject to the School District's record disposition schedule.

15.3 Payments

15.3.1 Employee Severance Pay at Retirement

A written letter of intent to retire will be sent to Human Resources at least ten (10) working days prior to the last day of employment.

A member who has reached at least 62 years of age will receive severance pay for up to 20 years of continuous service to the district in the amount \$250 for each year. The employee must have a minimum of fifteen (15) years in the district, ten (10) of which are in the unit. A payment will be made to the employee's 403B account at the end of the fiscal year on June 30. The account must be with an investment company from the approved list of companies with the Edina Public Schools.

An EPASS employee who does not currently have a retirement investment account with the District will be required to complete and submit the 'Salary Reduction Agreement - Retirement Plans' form. This form is located on the District website and must be completed and submitted by June 1st of the fiscal year to the payroll department before the retirement severance payment can be made.

The total payment to anyone (1) employee will not exceed \$5,000.00.

15.4 Labor-Management Committee

The Employer and Association agree to the creation of a Labor-Management Committee ("Committee") for the purpose of developing a cooperative relationship between the parties through open dialogue and joint problem solving. The Committee will meet quarterly, unless both parties agree to meet more or less often. The Director of Human

Resources and Association President will jointly schedule quarterly meeting dates and times prior to July 1 of the fiscal year. Each party will select up to three (3) representatives to attend Committee meetings. The number of Committee members may be expanded by mutual agreement of the Employer and Association. The Employer will provide the facilities for Committee meetings.

16. DURATION AND RENEGOTIATION OF AGREEMENT

16.1 Term of Agreement

This Agreement becomes effective July 1, 2022, and continues in full force and effect to and including June 30, 2024, and annually thereafter, except as modified or terminated in accordance with the provisions of this Section.

16.2 Effect of Agreement

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

16.3 Termination or Modification

Either party desiring to terminate or modify this Agreement must notify the other party in writing at least 60 days but not more than 90 days prior to June 30, 2024, or at least sixty 60 days but not more than 90 days prior to June 30 of any year thereafter. A notice of desire to modify this Agreement will set forth proposed modifications sought by the party and all clauses of this Agreement for which no modification is sought are renewed automatically.

16.4 Negotiations During Term

The parties mutually acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment. All understandings and agreements arrived at by the parties are set forth in this Agreement. For the duration of this Agreement, the Employer and the Association each voluntarily and unqualifiedly waives the right to meet and negotiate, except by mutual consent if doing so is consistent with PELRA, regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Agreement, even though the matters may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.

17. DOCUMENT AUTHORIZATION

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

INDEPENDENT SCHOOL DISTRICT NO.273

**EDINA PROFESSIONAL ASSOCIATION
OF SUPPORT STAFF (EPASS)**

Chairperson

President

Clerk

Vice President

Dated this ___ day of January 2023.

Dated this ___ day of January 2023.

APPENDIX A

POSITION CLASSIFICATIONS

CLASSIFICATION A

Accounting Specialist
Departmental Specialist, Classification A
Facilities Scheduler
Student Services Department Specialist, Classification A
Principal's Administrative Assistant

CLASSIFICATION B

Accounts Payable Specialist
Departmental Specialist, Classification B
Student Services Department Specialist, Classification B
Welcome Center Specialist

CLASSIFICATION D

Office Assistant, Classification D

CLASSIFICATION E

Due Process Specialist
Student Services Department Specialist, Classification E
Office Assistant, Classification E

CLASSIFICATION G

Media Assistant
Teacher Administrative Assistant

APPENDIX B

**EDINA PUBLIC SCHOOLS
Memorandum of Understanding
Employee Feedback Process**

It is agreed to by and between the Edina Professional Association of Support Staff ("Union") and Independent School District No. 273, Edina Public Schools ("District") as follows:

1. The Union and District will implement a feedback form for all members of the union.
2. The feedback form will be implemented for the 2022-2023 and 2023-2024 school years.
3. The district will communicate timelines and process to applicable supervisors.
4. The Union and District will jointly communicate timelines and process to the members of the group.
5. An amount up to \$400 per member has been set aside for the 2022-2023 and 2023-2024 school years for the implementation of a performance-based incentive as determined by the achievement of the individual goals.
6. The purpose of the feedback form is to provide feedback between supervisor and employee and provide an opportunity for job related performance conversation between supervisor and employee.

FOR: Edina Professional Association of Support Staff

President

Date

Vice President

Date

FOR: Independent School District No. 273, Edina Public Schools

Chairperson

Date

Clerk

Date

EPASS ANNUAL FEEDBACK FORM

It is the belief of EPASS members that Edina Public Schools recognizes that its employees are its greatest asset, and the aim of the District is to equitably develop and achieve every employee's full potential.

EPASS employees will meet with their supervisors to review areas of focus, standards of performance, and training opportunities. Supervisors will meet with EPASS employees in the fall to discuss what their focus will be for the year. They will meet in the winter to check in and again in the spring to review, discuss, and give feedback.

This performance feedback form is a tool for reviewing and further developing an employee's skills. This form is not to be used for disciplinary purposes. Any disciplinary and discharge actions must follow section 13.2 of the EPASS contract.

EPASS Annual Feedback Form

Employee Name:
Job Title:
Supervisor:
Date:

FALL FOCUS: DUE OCT. 15TH

Feedback Summary

What are the employee's strengths?

What are the employee's areas to focus on for improvement?

Employee Feedback

What is going well? What areas do you want to focus on for the next year?

What would you like your supervisor to know about your job? What training would benefit your position?

Employee Signature: _____

Supervisor Signature: _____

WINTER CHECK IN: DUE FEBRUARY 15TH

Comments:

Employee Signature: _____

Supervisor Signature: _____

JOB FEEDBACK SUMMARY: DUE MAY 15TH

E	Exceeds Expectations - exceeds normal requirements of job
P	Proficient - meets position requirements.
I	Improvement Needed - meets only some of the position requirements.
U	Unsatisfactory - does not meet position requirements, needs more direction/training

Feedback Items: Please use the rating scale above.			
General quality of work:		Communication/Customer Service:	
When given clear & concise directions, employee completes assigned work efficiently and within an established time frame.		Clearly expresses oneself verbally.	
Self-manages by setting own priorities, completing work on schedule and utilizing resources when needed.		Clearly expresses ideas and information in written format.	
Seeks information to solve problems or to follow through with a task; self-starter. Demonstrates flexibility.		Responds promptly and respectfully in a culturally and linguistically sensitive manner.	
Teamwork:		Dependability:	
Regularly works well with others for the success of students, staff, others and District.		Regularly arrives on time.	

Comments:

Employee Signature: _____

Supervisor Signature: _____

Completed EPASS Feedback Form will be sent to the Human Resources Department on or before May 15th.

APPENDIX C

EPASS MOU Memorandum of Understanding Between Edina Public Schools and EPASS Disaster/Sick Leave Pool

WHEREAS, Independent School District 273, Edina Public Schools ("District") and Edina Professional Association of Support Staff ("EPASS") have a common mission to support staff who suffer from an accident, illness or a recurring illness that exhausts their basic leave bank or who need to care for a family member who suffers from an accident, illness or recurring illness that exhausts their basic leave bank.

Be it THEREFORE resolved:

1. This MOU will supersede the language in the Agreement Section 11.2 Disaster Leave if approved by members for the 2022-2024 contract years.

Starting the Sick Leave Pool

- To initiate the Sick Leave Pool requires a minimum of 1,040 hours contributed by EPASS members to the pool and a minimum of 50% + 1 of EPASS members participating.
- Members who wish to participate in the Sick Leave Pool will be required to donate at least one (1) full-time equivalency day to the Sick Leave Pool.

Purpose

- The purpose of the Sick Leave Pool is to provide additional sick leave days to those members or immediate family members suffering from an accident, illness, or a recurring illness who have exhausted their sick leave.
- The Sick Leave Pool coordinates with Long-Term Disability (LTD) which begins after an EPASS member has been absent from their position sixty-five (65) consecutive work days. After 65 days the EPASS member must apply for LTD or return to work.

Membership

- EPASS members of the District, as defined in the Agreement, are eligible to be members of the Sick Leave Pool.
- In order to be members of the Sick Leave Pool they must donate at least one (1) day or full-time equivalency and may donate an unlimited number of hours.

- EPASS members must complete and submit a Sick Leave Pool enrollment form to join the Sick Leave Pool.
- New members shall be eligible to join the Sick Leave Pool within thirty (30) days of hire, or within 30 calendar days of the beginning of any succeeding school year.
- Members shall be eligible to join the Sick Leave Pool as full members within 30 calendar days of the beginning of any succeeding school year. Members eligible to join the Sick Leave Pool in 2020-2022, who then join at a later date, will donate one (1) day for each year for which they declined membership in the pool.
- A request to withdraw from membership in the Sick Leave Pool shall be in writing to the Sick Leave Pool Committee prior to ten (10) duty days after the beginning of any school year.
- Members who have accessed the Sick Leave Pool shall remain members of the Sick Leave Pool for the duration of their career in the District and cannot withdraw membership from the pool.
- All days donated to the Sick Leave Pool shall be irretrievable by the donor.
- The member cannot exceed the career maximum of 130 days of use including previous days used as disaster leave under Section 11.2 of the Agreement.

Sick Leave Committee

- The Sick Leave Pool shall be administered by the Sick Leave Pool Committee composed of two (2) employees appointed by the EPASS board and one (1) non-voting member to be appointed by the department of Human Resources.

Request

- A request for use of Sick Leave Pool days must be given in writing to HR and must be accompanied by a licensed physician verification that the applicant or the applicant's immediate family member is unable to work. For this section, an immediate family member includes a spouse, children, parents, or any relative or non-relative living in the employee's household. HR will confirm the receipt of the request within 48 hours.
- The Sick Leave Committee will review requests for use of Sick Leave Pool. Approval will be granted based on:
 - a. The member requesting access to Sick Leave Pool is a member of the Sick Leave Pool.
 - b. The requesting member has exhausted all basic sick leave time.

- c. The member has provided a physician's certification verifying the need of leave.
 - d. The member has not exceeded the career maximum of 130 days of use including previous days used as disaster leave under Section 11.2 of the Agreement.
- Human Resources will share a non-confidential version of the request with the Leave Committee. The Leave Committee will review all requests in a timely manner and a majority vote of the Leave Committee will determine whether or not a request is approved.
 - Human Resources will inform the member of its decision in writing. A member may request that the Leave Committee reconsider its decision by providing additional information within ten (10) days of the member's receipt of the Leave Committee's decision.
 - Complete FMLA paperwork must be provided to the District upon application for use of the Sick Leave Pool if applicable.

Eligibility

- A Sick Leave Pool is available for use by an EPASS member (as defined in the EPASS Agreement) experiencing a short or long term illness of the individual member or a member of their immediate family (limited to spouse, children, parents, or any relative or non-relative living in the employee's household) on a case-by-case basis.
- Members who become members of the Sick Leave Pool and who are working less than full-time (40 hours per week) shall be eligible for benefits only for the pro-rata portion of the school day for which they are employed.
- Members receiving workers' compensation are not eligible to draw from the Sick Leave Pool.
- Sick leave days may be drawn from the Sick Leave Pool for 9 and 10 month EPASS members as per the member's duty day calendar turned into Human Resources.
- Benefits from the Sick Leave Pool will end upon a member's qualification for benefits from the long-term disability insurance plan, the receipt of PERA, or Social Security.

Donation of Sick Days

- Should the number of days in the Sick Leave Pool at the end of the school year be less than five hundred and twenty (520) hours, the committee shall have a leave drive or require each

member of the pool to donate one (1) full time equivalent day. Members will be able to donate their basic leave under Section 11.1.1 of the Agreement into the Sick Leave Pool during any leave drive. All donated hours will be deducted from the contributors' accrued basic leave totals under Section 11.1.1 of the Agreement. A member may donate unlimited hours during a drive.

- A Leave Drive may occur at the discretion of the Sick Leave Committee.
- Upon retirement or separation from the District, any EPASS member whether they are currently a member of the Sick Leave Pool or not, may donate any unused sick leave to the Sick Leave Pool. This clause takes effect for retirements as of January 1, 2022 to be added to the Sick Leave Pool at its inception.

This agreement will be reviewed during contract negotiations for the 2024-2026 contract, and is subject to recertification by both parties.

Section 11.2 Disaster Leave will remain in the EPASS Agreement for the 2022-2023 and the 2023-2024 school years during which time the Sick Leave Pool will be reviewed to determine its viability for the 2024-2026 contract.

The District and EPASS are in agreement with the above language as evidenced by their representatives' signatures below.

Representative for:

EPASS

ISD 273, Edina Public Schools

President

Chairperson

Vice President

Clerk

Date

Date

IV. Report

IV.A. Edina Community Center Space Usage



Board Meeting Date: 1/24/2023

Title: Edina Community Center Space Usage

Type: Report

Presenter(s): Dr. Randy Smasal, Assistant Superintendent; Dr. Anne Marie Leland, Director of Community Education and Strategic Partnerships; Karen Bergman, Principal, Countryside Elementary School; Chris Holden, Principal, Normandale Elementary French Immersion School; Jody Remsing, Director of Student Support Services; and Eric Hamilton, Director of Buildings and Grounds

Description: Due to the opportunity to increase student populations while maintaining our community partner organizations' needs, rooms within the Edina Community Center (ECC) will be reassigned for the 2023-24 school year. In collaboration between the Early Learning Center (ELC), Countryside Elementary, Normandale Elementary, respective Departments, and Buildings and Grounds, our team has identified existing rooms on the first and third floor of the ECC to meet these needs.

The Dual Language Spanish Program at Countryside will consist of four sections for the 2023-24 school year: two at kindergarten and two in first grade. The students in this program will spend the first half of the school year at the Edina Community Center, and the second half of the year (once Countryside construction is completed) at Countryside Elementary school. The information below describes some of the logistics associated with the placement of 1st grade Spanish Dual Language students at the ECC during that time.

Recommendation: This is an informational update for the board.

Desired Outcomes from the Board: Review the informational update and bring questions for the discussion to promote clarity as needed.

Attachments: See additional attached background information

Additional Background Information

To ensure adequate space for the Spanish Dual Language program the following adjustments are being made for the first half of the 2023-24 school year.

- Three classroom spaces currently occupied by Normandale elementary staff and students on the first floor of the ECC will be moved to the third floor on the west side of the ECC. Additional security doors will be installed to ensure the expanded space is secured.

- The current community vendor occupying the spaces on the third floor of the ECC will be relocated to new spaces, outside of the new secure zone.
- ELC programming will shift into the spaces vacated by moving Normandale Elementary students and staff to the 3rd floor.
- Countryside Spanish Dual Language program students in 1st grade will occupy two spaces on the west side of the ECC formerly used by the ELC staff. The kindergarten students in the Spanish Dual Language program will continue to use the space currently assigned to the Kindergarten Spanish students this year.

In the fall of 2023, there will be no available classroom space at Countryside Elementary for the two first grade sections of Spanish Dual Language due to the current needs of specialized services supports and the continuous progress enrollment. However, upon completion of the construction at Countryside Elementary, both Kindergarten and 1st grade Spanish Dual Language students will move to Countryside. The vacated spaces in the Edina Community Center will then be available for expanded programming in the ELC.

V. **Discussion**

V.A. Ash Tree Removal at Highlands Elementary



Board Meeting Date: 1/24/2023

Title: Order from the City of Edina – Ash Tree Removal at Highlands Elementary

Type: Discussion

Presenter(s): Mert Woodard, Director, Business Services; Eric Hamilton, Director, Buildings & Grounds; Cara Rieckenberg, Principal, Highlands Elementary

Description: On December 29, 2022, the City of Edina issued the District an official order to cut down and properly dispose of 30 ash trees at Highlands Elementary identified by the City Forestry Department as infected with Emerald Ash Borer (EAB). There are approximately 106 ash trees on the Highlands premises with the 30 identified by the City for removal being the most highly infected. Per the City, the remaining trees should either be treated or removed. The City's recommendation is for removal.

The order stipulates that the 30 trees that were marked must be removed by February 28, 2023.

Recommendation: Discuss the City's order to remove ash trees from the Highlands Elementary premises.

Desired Outcomes from the Board: Provide the District administration with guidance and direction regarding the option to either remove the trees not currently marked by the City for removal or to treat them.

Attachments:

1. City of Edina Order to Remove Ash Trees



Date 12/29/22

Homeowner Address 5505 Doncaster Way

The City of Edina, Forestry Department, has recently inspected your property and identified 30 Ash Tree(s) infected with Emerald Ash Borer (EAB).

Location/how tree(s) are marked:

I have marked the 30 most hazardous trees onsite.
All other ash should be treated or removed as well.

In accordance with the enclosed City Ordinance, Article IV.-Shade Tree Diseases, the diseased trees(s) described above, must be cut and properly disposed of by February 28, 2023. According to the above Ordinance, it is the responsibility of the homeowner to arrange for the removal of diseased Ash trees on your property as well as along the boulevard. The City has the right to arrange for the removal of any diseased Ash trees, when deemed necessary, due to lack of compliance to this removal order. Costs for such removal will be charged to the homeowner.

Stumps on the boulevard must be chipped out to a depth of 6". The hole must be filled with black dirt and then covered with either grass seed or sod. Most tree removal companies have equipment for stump removal operations.

No Ash may be stored within the City from April 1 to September 15 of any year. Once infected with EAB, the infected tree(s) become a prolific breeding site for the EAB Beetles (*Agrilus planipennis*), which further spreads the disease to other nearby, healthy Ash trees. Prompt sanitation of infected Ash trees is the best way to control the spread of this disease.

If you have any questions concerning this matter, desire further answers to other control measures for EAB, or have any questions relating to tree health for any of your trees, please feel free to call me.

Sincerely,

Luther Overholt
Edina City Forester
952-826-0308

Enc.



Board Meeting Date: 1/24/2023

Title: K-5 Science Curriculum Adoption Recommendation

Type: Discussion

Presenter(s): Mark Carlson, Curriculum Coordinator; Kristin Greene, Cornelia Dean & Elementary Science Co-Lead; Michael Smith, Cornelia 2nd Grade Teacher; Allison Knoph, Concord 5th Grade Teacher; & Jody De St. Hubert, Director of Teaching and Learning

Description: This report includes information about the new Minnesota Science Standards approved by the Department of Education and the Elementary Science Team's process used to align curriculum and instruction to these new standards. It also includes a recommendation to adopt Mystery Science as the primary resource for science instruction for K-5 in Edina Public Schools and rationale for this purchase. This report has been created in collaboration with the Elementary Science Curriculum Design Team and was presented to the Teaching and Learning Board Committee on January 17th, 2023.

Recommendation: This report is for school board discussion. This report will come back to the board for discussion again at the 2.13.23 board meeting and for action at the 3.13.23 board meeting.

Desired Outcomes from the Board: Review the course information, be prepared with questions and feedback.

Attachments:

1. Science Standards Information and Summary
2. Appendix items I

Science Standards Resources:

- [MDE Science Page](#)
- <https://www.nextgenscience.org/>

Science Curriculum Review Resources:

- [Edina Curriculum Review Process](#)
- [Guiding Change Document](#)
- [Edina Science Guiding Principles](#)
- [Science Materials Selection Rubric](#)
- [Mystery Science](#)

Science Standards Information and Summary:

Information and Summary:

The state of Minnesota has adopted new standards for Science that seek for full implementation by the 2024-25 school year. Minnesota was one of several states that worked to develop a set of national science standards entitled *Next Generation Science Standards* (NGSS) and released in 2013. Forty-four states have adopted or used NGSS as a framework to build their state standards. Minnesota is one of the states that adapted the NGSS in order to create the approved Minnesota Science Standards. NGSS is predicated on three dimensions of learning science. Each standard utilizes one component of each dimension to create the performance expectations for students. The dimensions are combined to form each standard and they work together to help students build a cohesive understanding of science over time.

The three dimensions are:

- cross cutting concepts (framework for scientific thinking across disciplines)
- science and engineering practices (standard behaviors that scientists and engineers use to explain the world or solve problems)
- disciplinary core ideas (fundamental scientific knowledge)

An important goal of three-dimensional science teaching is for students to approach science through a phenomena that provides pathways for students to engage in inquiry and problem solving. The organization of the Minnesota standards reflect the interconnectedness of science with an integration of the three dimensions.

A phenomena refers to observable events that occur in the universe that we can use science knowledge to explain or predict. Engineering involves designing solutions to problems that arise from phenomena, and using explanations of phenomena to design solutions. By centering science education on phenomena, the focus shifts from learning about a topic to figuring out why or how something happens.

Science Curriculum Review Process Update:

Design Team Background

The Elementary Science Review Team began its initial work in the 2018-2019 school year. The team included representatives from each elementary building and each grade level. Due to the length of the process there was some turn over in members. A list of design team representatives throughout the process is provided for reference purposes.

Kristin Greene - Cornelia/Teaching and Learning, Mark Carlson - Teaching and Learning, Isa Punchard - Teaching and Learning, Leah Bulver - Highlands, Katie Stengel - Normandale, Cathy Williams - Creek Valley, Alyssa Barnes - Countryside, Britt Theis - Creek Valley, Michael Smith - Cornelia, Bill Wiard - Countryside, Allison Knoph - Concord, Cara Rieckenberg (Consultant) - Highlands

This process has been challenging as it was interrupted beginning in the spring of 2020 and did not meet during the 2020-21 school year. This break was due to health concerns, lack of resources, and capacity of members during the pandemic. The team has been following the [Curriculum Review Process](#).

Prior to the 2019 final approval of the Minnesota State Science Standards, the team was able to get initial drafts of the standards and process the changes from the previous version. As part of the process the team met with Science Design Teams from the secondary level to develop a [Guiding Change Document](#). The team did some gap analysis around prior standards and new standards. The old standards were more about content students should know and processes they should be able to do while the new standards provide a set of performance expectations that integrate practices, core ideas and cross-cutting concepts. The new standards build on students' prior knowledge and experience as students' science is deeply grounded in personal experiences. The team concluded the focus of the standards had changed completely and therefore our K-5 program must as well.

Program Design:

The team decided, to meet the demands of the new standards, the new science program must allow students to be the creators of their learning. Science should be phenomena based to tap into a student's natural desire to make sense of the world. This type of learning begins by asking a question about the world around them. This approach allows students to find relevance and to make connections. To implement the new standards well there is a need for:

- a greater emphasis on an inquiry approach to science.
- learning to occur across all four science disciplines (physical, life, earth and space, and engineering).
- a three dimensional approach to help students make connections.

Another factor impacting the work of this committee was the need to ensure that science could be taught using a cross curricular approach. This was articulated in the [Guiding Change](#) document but became a point of greater emphasis as Edina began working towards STEAM programming at the elementary level. The term STEAM stands for science, technology, engineering, arts and mathematics. This approach requires resources to have flexibility to be used in the creation and extension of lessons and projects that could incorporate STEAM. The team determined that the science standards can serve as the backbone for this work and therefore needed materials to support these efforts.

Material Review

Once the team determined what the Science program design needs were, the next step in the process was to determine what resources could be used to deliver these new standards. They then developed a [Science Materials Selection Rubric](#) for selecting core materials. Materials from several publishers and providers were gathered for evaluation by the Design Team. The rubric guided the evaluation and group discussions around each product. The team then developed a pros and cons list for each of the products to help synthesize product evaluation. Finally, they chose two finalists which they planned to explore further with students for the fall of the 2020-21 school year. The two finalists were Amplify Science published by Amplify Education and TCI Elementary Science Curriculum published by TCI. This decision was made mid-March of 2020 right before in-person school closed for the year.

The team did not meet again until October of 2021. After several meetings exploring expected performance outcomes at each grade level, the team reexamined the work they did around materials. Upon further review, they determined Mystery Science by Discovery Education had made significant changes to meet the needs of teachers during the Pandemic and they determined it needed to be a finalist as the changes addressed the initial concerns. At the same time, they determined that TCI would not be a good fit for Edina teachers and students.

In the fall of 2022, EPS was provided materials from Amplify Science for the Design Team to do some action research. In addition, Mystery Science provided Edina Public Schools access to the online components of all of their materials for all students in grades K-5. Each design team member started by using the Mystery Science materials with students in the fall, to see how the

materials worked with students. These teachers also started doing some planning and closer examination of how they would teach with the Amplify materials.

The plan was to have teachers use Amplify Science with students prior to the end of November. At our fall Design team meeting the team made the decision that Amplify was not going to be a good fit for several reasons. A key area of concern centered around its lack of flexibility. It would be difficult to use as a resource as EPS continues to expand our STEAM programming at the K-5 level. The team unanimously agreed, after already using Mystery Science, that Amplify was not as good a fit as Mystery Science.

Elementary Science Materials Information Gathering:

Design Team members worked with the Amplify and Mystery Science materials, engaged in conversations with their grade level team members, and then discussed as a team the pros and cons of the materials and their experiences. The information shared was captured in a table organized as pros and cons.

Amplify Science:

Pros	Cons
<ul style="list-style-type: none"> ● Large, organized bank of resources ● Resources are thorough and align with NGSS ● Ongoing customer support and help ● Science content is strong ● Videos are engaging ● High literacy component ● Spanish available 	<ul style="list-style-type: none"> ● Teacher manual heavy; Very overwhelming for teachers. ● Not intuitive or user friendly. ● Curriculum requires more time than we have; 22 lessons in 4 units; we'd never realistically be able to do that many units due to elementary schedules. ● Felt clumsy; not a smooth flow. ● Includes units that are not required per MN Standards; paying for unused components. ● The curriculum resources did not feel different enough than traditional science instruction. As we learn about NGSS and the spirit of 3 dimensional learning, the lessons really should look and feel different. ● Limited flexibility to modify, change or alter scope & sequence. ● Highly scripted and little room for flexibility.

Mystery Science

Pros	Cons
<ul style="list-style-type: none"> ● High student and teacher engagement ● Aligned with NGSS standards ● Anchor phenomena bookends each unit (New add) ● Very user friendly ● Covers all MN standards by following grade level units as designed by Mystery Science with minimal exceptions ● Everything is there, created and ready to go ● Mystery packs provide all materials needed ● Clear structure ● Strong organization ● Resources are constantly being updated and are never outdated due to digital content. ● Spanish Available ● User friendly and engaging for new and veteran teachers. ● Students and teachers love it ● Is based on questions and inquiry ● Three dimensional lessons throughout (science/engineering practices, cross cutting concepts, core ideas) ● Has a lot of printables if desired ● science notebook approach can be incorporated ● Various options to go deeper ● Good base for the development of STEAM units ● Includes links to read-alongs ● Strong customer service ● Strong real world connections ● Free online access for educators for literacy content through Mystery Science, Epic, Newsela, and ReadWorks ● Literacy sources offer strong vocabulary strategies and opportunities for practice and application ● Literacy components are able to be: printed, downloaded, read to students (by teacher or computer), presented on a large screen, adjusted based on student reading level and/or accessed in spanish. 	<ul style="list-style-type: none"> ● Fewer books in kids' hands ● Need a plan for Mystery Packs because gathering supplies is too much to ask of teachers ● Need to replace consumables

Other Districts

There are several neighboring school districts that have adopted Mystery Science as their core curricular materials or use it as a resource. Districts who have adopted Mystery Science include Wayzata, Bloomington, Hopkins, St. Louis Park, Minnetonka and Richfield. In addition many other metro districts use this resource including Mounds View, Mahtomedi, Lakeville and Eastern Carver County. Finally, many other districts are in a similar place to Edina and are also considering Mystery Science for adoption. Beyond Minnesota, this is a resource that has been widely adopted across the country, including Chicago Public Schools.

K-5 Science Curriculum Adoption Recommendation: Mystery Science

General Overview:

We find ourselves in an unprecedented time. Schools are not what they were a few years ago. Science is a dynamic content area where standards and curriculum are simultaneously changing as we navigate new ways to interact with and engage students. In learning to do both at the same time, Mystery Science has provided teachers with a solid outline of content as well as tools to engage students with vibrant videos, online texts, hands on demonstrations, and an online platform to record their claims, evidence and reasoning as they pursue new knowledge.

The creation of Mystery Science is informed by decades of educational research on how kids develop a conceptual understanding of science and learn to reason scientifically. In particular, the following three findings from educational research are core to the design of lessons:

- Student interest and engagement enables learning.
- Students' prior knowledge is an important resource, and conceptual understanding supports deeper reasoning about a topic.
- Scientific discourse facilitates conceptual development.

Mystery Science provides well established storylines to guide student learning. The storylines start with an anchor phenomenon to inspire curiosity in students. Per the Next Generation Science Standards, units are based on a 3-dimensional framework of disciplinary core ideas, cross-cutting concepts and science and engineering practices. Mystery Science incorporates all three of these in each unit and cohesively builds on itself. Students regularly revisit the phenomenon while building their knowledge until students can explain the phenomenon.

Mystery Science units include a strong literacy component by utilizing online texts that can be easily accessed through their own site as well as Epic, Newsela and ReadWorks. These texts can be adjusted based on students' reading levels. The texts can be printed or presented on the screen. They have an audio component for students to listen to the text being read to them. The literacy pieces include a strong vocabulary component offering opportunities to practice and apply newly learned scientific language and concepts. Texts and practice opportunities can also be accessed in spanish.

Particular highlights of the program include captivating videos and real world connections for students to understand science concepts. The units are age-appropriate and accessible to both teachers and students. Mystery Science offers a multi-faceted approach to learning. Videos,

stories, art projects, and hands-on learning get the students engaged and participating in learning ideas that are current and meaningful. Students can apply what they are learning to real-world situations. The inquiry based learning that Mystery Science offers encourages all students to participate and share ideas. The "See-Think-Wonder" charts give students the opportunity to explore the world of science without feeling confined.

Mystery Science is a digital based platform that allows it to be easily incorporated into many aspects of student learning. Teachers have benefited from a great support staff at Mystery Science that is ready at a moment's notice to answer specific questions teachers may have. Mystery Science is compatible with SeeSaw and Schoology which allows for streamlined integration into daily lessons. Teachers can easily post materials from Mystery Science for students to access, while also having the additional bonus of having a program that can communicate directly with our learner management systems, which is a time saving process. Mystery Science will be able to update their information in real time because it is an online based platform, something a textbook based platform would not be able to do. For a discipline such as science, this is a huge benefit, helping make sure we are exploring the most accurate information and thinking with our students.

For a short Mystery Science overview visit:

<https://mysteryscience.com/>

Next Steps:

In acknowledging the many positive data points that support the adoption of Mystery Science, there are additional steps to take to ensure an implementation that defines excellence. These steps include:

1. Continued Professional Development and support on implementation of the instructional shifts that Mystery Science and the new MN State Standards bring.
2. Continue to support the adaptation of resources already in French and fill additional needs with free lesson resources in French for Normandale.
3. Ongoing support for Normandale for consumable resources.
4. Targeted Professional Development on Mystery Science and the many components of the curriculum that will benefit all Edina elementary students if understood and supported.
5. Development of a systemic approach to consumable materials such that teachers have the necessary resources for lessons each year. Replacement of necessary materials will be approximately 5-15% of the original cost of the Mystery Packs each year.

We are currently positioned to move forward with each of these steps and our Edina Elementary teachers are ready to move forward with the Mystery Science adoption at this time. Mystery Science has proven to meet the standards, as well as the needs of our Edina learners.

Appendix I
Mystery Science Adoption Preliminary Budget

Item	Cost
Site License for 5 sites for 8 years	\$51,800
Mystery Packs for 22 Kindergarten Classrooms	\$7040
Mystery Packs for 22 1st Grade Classrooms	\$7040
Mystery Packs for 21 2nd Grade Classrooms	\$9030
Mystery Packs for 21 3rd Grade Grade Classrooms	\$9030
Mystery Packs for 21 4th Grade Classrooms	\$9030
Mystery Packs for 21 5th Grade Classrooms	\$9030
Normandale Supplies	\$9000
Normandale Curriculum Writing	\$6000
Total	\$117,000

V.C. Board Level Student Leadership Opportunities



Meeting Date: 1/24/2023

Title: Board Level Student Leadership Opportunities

Type: Information/Discussion

Presenter(s): Governance Committee

Description: One of the Board's 2022-2023 goals is to explore student leadership opportunities at the board level to elevate student voice to the board, with the measurable impact being seeking more student voice at the board level. The board tasked the governance committee with collecting information about this topic to help facilitate a board conversation about student voice and leadership at the board level. This attached report is divided into different sections: background information, existing student voice opportunities at the district level, examples and models of student leadership at the board level and some additional information from MSBA. This work session will be utilized to review information about the topic and discuss reactions to the information.

Recommendation: Review and bring any questions or comments.

Primary Issue(s) to Consider:

- The board needs to discuss and come to consensus on **why**, what **time and resource commitment** the board is interested in dedicating to student leadership at the board level.
- If the board is interested in moving forward, what **type of model** should the board pursue.

Attachments: Student Voice/Student Leadership Information



Student Voice/Student Leadership Information

Overview

The Edina School Board set goals for the 2022-2023 school year that align with our strategic plan and are consistent with the priorities of Edina School District stakeholders. Two of these goals were the following:

1. Ensure students, staff, families and other members of the community experience a positive school climate with a deliberate focus on student, teacher and staff mental health and wellness.
2. Board explores student leadership opportunities at the board level to elevate student voice to the board.

As such, the board is exploring opportunities to bring student voice and leadership opportunities to the board level. Before exploring **how** the board could bring more voice and leadership opportunities to the board level, the board needs to discuss and come to consensus on **why**, what **time and resource commitment** the board is interested in dedicating to this, and if the board is interested in moving forward, what **type of model** the board should pursue.

Please read the following background materials to prepare for our conversation.

Background Information from the National School Board Association

- Fourteen states reported that having students serving on local school boards was not their practice. Many of the states are in the southern region, such as Alabama, Arkansas, Georgia, Louisiana, Mississippi, New Mexico, South Carolina, and Texas.
- The 31 states that reported having student board members as a local option are mostly in the Northeast and Midwest.

Existing Student Voice Opportunities

There are many different student leadership levels at the **site and district level** that offer potential opportunities for the board to tap into in order to gather student voice.

Examples of Current Site Level Student Voice Opportunities

- Student Senate
- Student Council

- Project Earth
- Various Clubs and Activities

Examples of Current District Level Student Voice Opportunities

- **Student Activities Advisory Committee**
 - Board member serves on this committee along with student representatives
 - Meetings held 4x a year
- **Ed Fund**
 - Board member serves on this committee along with student representatives
 - Meetings held monthly
- **Community Education Services Advisory**
 - Potentially adding student voice in future

Board Level Student Voice Opportunities

- **Edina School Board Legislative Action Committee**
 - Three (3) EHS students currently serve on the LAC (term: 1 year; July 2022- June, 2023)
 - Commitment for students include: monthly meetings (1 hour), additional special events (3x) during legislative session (December - May)
 - Student perspective used in development of priorities for district, student has direct contact with legislators advocating why of priorities, student leadership opportunities for presentation to School Board, officials (representatives, city officials, district admin)

Models In Student Voice Opportunities

There are multiple examples and models of school boards elevating student voice and providing student leadership opportunities at the board level, ranging from board member presence on student committees, to gathering student voice to student presence on the board. Below are some examples of different models of student voice and student leadership at the board level.

Owatonna School District

In order to enhance communications and collaboration between the Governing Board and the student body and to teach students the importance of civic involvement, the Board supports the participation of high school students in district governance. The Student Board member is the liaison between MDUSD students and the governing body.

- Chosen in May of Sophomore year to serve two year term- Junior and senior year.

- Only attend regular meetings and work sessions
- Must meet extracurricular eligibility requirements
- Principal, Superintendent and one board member choose.

<https://resources.finalseite.net/images/v1636051758/owatonnak12mnus/uhyuladz7xm9vd3pi1t/220StudentSchoolBoardRepresentatives.pdf>

Placer Union High School District

In order to enhance communication between the Governing Board and the student body and to engage students in the district's educational programs and operations, the Board encourages the involvement of high school students in district governance. The inclusion of one or more student representatives on the Board shall be ordered upon receipt of a student petition in accordance with Education Code 35012 or may be ordered at any time at the discretion of the Board.

Selection of Student Board Member Eligibility

The role of the student board member is reserved for junior and senior students only. Interested students at any schools in the PUHSD, who meet the criteria for participation in extra-curricular activities, and in good standing in their academics, community and with their social peers may apply.

The term of student Board member(s) shall be one year, commencing on July 1. Student Board member(s) shall have the right to attend all Board meetings except closed sessions. The estimated time commitment required for the Student Board Member will be at least one evening per month (generally held the first and/or third Tuesday of each month) to attend Board meetings. (Education Code 35012) Sufficient time to study the agenda materials in advance of the meeting which may include consultation with Board/staff, for background information related to agenda issues; additional time for handling Board-related business; and time to attend the Superintendent's Voice Council, student meetings, workshops and the California School Boards Association's (CSBA) Annual Education Conference and/or other conferences the Board and/or Superintendent deem appropriate.

The PUHSD Board of Trustees will officially appoint four (4) students who will take on the official role of Student Board Members, the students shall be assigned a rotation schedule/calendar of meetings to attend with two student board members attending each meeting.

St. Paul Public Schools

The Student Engagement and Advancement Board (SEAB) is a team of 13 SPPS students who develop and implement strategies that amplify student voice.

The SEAB works on multiple initiatives each year to increase student voice in the decision making at the board and Administration level. The Board, Administration, staff and students may

choose to submit a project proposal for SEAB to work on or to work on collaboratively. SEAB works as a group to determine what they want to work on during the year, and they also design their own projects with input from the student body.

Hopkins School District

“Student School Board Representatives are the voice of Hopkins High School and are responsible for sharing that perspective with the Board. Although not allowed to vote as members of the Hopkins School Board, Student School Board Representatives are encouraged to be engaged at the Board table.

The main responsibilities of Student School Board Representatives include:

- Attend School Board meetings and present a student report that reflects the news and events of the grade level represented.
- Review Board packets prior to meetings.
- Participate in School Board meetings by providing input and asking questions.
- Share information from the School Board meeting with Student Government.

Benefits of Being a Student School Board Representative

Student Board Representatives have the opportunity to work closely with the Hopkins School Board, provide input, and share their student perspectives. It is a clear leadership position that will enhance future college applications. Students also have the ability to build important relationships with leaders of the Hopkins Public Schools District.

History of the Student School Board Program

The Hopkins School Board began its Student School Board Representatives program in 1991. At that time, two students were appointed to serve as advisory members to the School Board. In 2000, the Board asked to increase the number to three students — one to represent each grade level — and asked each student to serve for three years. That format remains in place today.

Program Supervision

A staff facilitator at Hopkins High School is responsible for managing the Student Board Representatives. The role of the facilitator is to guide the students and help them navigate roles and expectations. The facilitator works with students to grow their organization, leadership, and public speaking skills.

Application Requirements

Students who would like to be considered for the Student School Board Representative program must be involved in Student Government. They need to be mature and responsible enough to

handle the public speaking elements of the job. Ideally, students will begin their terms as sophomores and continue on, representing their respective grade levels, for three years.

Feedback from a former Student Board Member (Howard County, Maryland)

<https://www.edweek.org/leadership/video-students-and-school-boards-the-value-of-student-engagement/2021/09>

Additional Information From MSBA

Issues to Consider:

- Compensation – MSBA thinks student representatives should not receive compensation for their school board service.
- Expense reimbursement – MSBA believes this is a local decision, but, if student representatives are allowed expense reimbursement, they should seek preapproval from a designated person or group.
- Voting authority – We believe student representatives should not be given the right to vote.
- Closed Meetings – The Board decides who attends its closed meetings. MSBA believes attendance by student representatives at closed sessions would almost never be appropriate.
- Board Training – Students can be involved in the board training components offered by MSBA subject to Board approval. The budget impact would likely be minimal. Often the travel costs would be shared with other attending board members.
- Agenda items – Student representatives can have the ability to submit an agenda item, but students should not be given the authority to demand that items be included on the agenda. The student representatives can submit items for consideration according to the board's process/procedures on developing the agenda. The board should offer the student representative(s) the opportunity to speak to agenda items on which they have knowledge to provide input, but this is not likely to include all agenda items.
- Student representative selection process – Whether the student representative(s) are selected by the school board or the high school student body is a local decision. Whether the student representative is required to be an officer in the student council is also a local decision.
- Number of Students – MSBA believes the number of student representative(s) is a local decision. Some school districts have a student representative from each high school on the school board.
- Orientation - Some type of orientation should be provided for the student representative(s) and school board.
- Length of term - The term of the student representative(s) is a local decision.
- Adult Mentor/Coach – Whether the student representative is provided with a mentor/coach is a local decision. However, we would recommend that an adult mentor be used.

- Attendance expectations - Student representative(s) should be expected to attend all school board meetings and working group sessions (i.e., any sessions that are deemed public). Be mindful of the student representative's outside commitments.
- Committee membership - Whether student representative(s) will be expected to be a member of the board committees is a local decision, but it makes sense that student representative(s) only participate in those committees that pertain to student issues (not employee issues).
- Improved board functioning - School boards have anecdotally reported better functioning boards. Student representative input makes board members more aware of the needs of the students. As a result, board members make more informed decisions.

V.D. 2022-2023 Board Goals Mid-Year Review



Meeting Date: 1/24/2023

Title: 2022-2023 Board Goals Mid-Year Review

Type: Information/Discussion

Presenter(s): Governance Committee

Description: The attached mid-year review of board goals for the 2022-2023 school year was approved in September. Come to the work session with any questions regarding the board goals or suggestions on how to ensure they are completed by the end of the 2022-2023 school year. If you are a committee chair and need more granularity on what needs to be accomplished in your committee, please come with clarifying questions.

Recommendation: Review and bring any questions or comments.

Primary Issue(s) to Consider: Status of board goals

Attachments: Board Goals 2022-23: Mid-Year Review

BACKGROUND:

The Edina School Board set goals for the 2022-2023 school year that align with our strategic plan and are consistent with the priorities of Edina School District stakeholders.

These goals and priorities have taken into consideration many factors including, but not limited to:

1. 2021-22 Board goals and evaluation,
2. The Superintendent status reporting of the current implementation of the district's 2020-2027 strategic plan provided to the Board in June, 2022,
3. Feedback gathered from students and staff via the 2022 Panorama survey,
4. Feedback from the district's 2022 Spring Core Planning Meeting including the strategic plan monitoring report,
5. Analysis of items suggested from Board members, students and community members as board/district initiatives, and
6. Current workload of the the district, highlights including:
 - Continued educators support to ensure deep application of LETRS training & best practice literacy instruction,
 - Support for teachers and administrators with the use of FastBridge data,
 - Continued implementation of equity framework,
 - Use of Panorama resources to systematize tier 1 & tier 2 social emotional learning and mental health support,
 - Launch of Dual Language Immersion and Design and launch of comprehensive E-12 Marquee STEAM Programming.

Below is a suggested progress evaluation for the board's mid-year check on these goals.

Goal Area One | Strategy A Alignment: Advance Academic Excellence, Growth and Readiness

Board Goal	Lead	Action Items	Measurable Impact	Status
<p><i>1. Provide oversight and resource allocation to make progress towards our key performance indicators and support student academic needs post-COVID</i></p>	<p>T&L Committee</p>	<p>Driven by superintendent goals</p>	<p>>Board hears and utilizes the district scorecard starting in Fall 2022 and throughout the 2022-23 school year for oversight and decision making creating pathway baseline data for year to year comparison purposes.</p>	<p>In progress ▾</p> <p>Board was presented district scorecard in October. Follow-up work session planned for ML learners.</p>
	<p>Finance Committee</p>	<p>Driven by superintendent goals</p>	<p>>Board hears and strongly considers any necessary budgetary decisions and adjustments recommended by administration to support student academic needs (see goal 4).</p>	<p>In planning ▾</p> <p>Budget process will begin in Jan.</p>

Goal Area Two | Strategy B Alignment: Ensure an Equitable and Inclusive School Culture

Board Goal	Lead	Action Items	Measurable Impact	Status
<p><i>1. Continue leadership towards providing a school culture that enhances learning, identifies and eliminates structural barriers to success and fosters a sense of belonging for all students.</i></p>	<p>Board Chair/ Governance</p>	<p>Board seeks further understanding, development and continued training on cultural competency equity framework, its impact on policy and embedding this approach into Board oversight and decisions.</p>	<p>>Board receives additional cultural competencies training in 2022-23.</p>	<p>In progress</p> <ul style="list-style-type: none"> ✓ Board participated in cultural competency training (Aug, 2022) ✓ Board Retreat (Jan, 2023) includes cultural competency training
	<p>Policy Committee</p>	<p>Board commits to approach policy work using tenets of equity framework within the Policy yearly review cycle.</p>	<p>>Board continues making necessary policy changes to support better outcomes.</p>	<p>In progress</p> <ul style="list-style-type: none"> ✓ Equity framework planned to come to Board with Policy 208 (Jan)
	<p>Board</p>	<p>Continue Board engagement in community and student conversations for deeper understanding of varying perspectives and experiences</p>	<p>>Board makes an effort to attend and engage in community and student-wide conversations about experiences and gains a deeper understanding of multiple perspectives.</p>	<p>In progress</p> <ul style="list-style-type: none"> ✓ Board members attended One Town, One Family mtgs <p>Chair discussion with Dr. Stanley about board members attending liaison meetings will be discussed at board retreat.</p>

Goal Area Three | Strategy C Alignment: Foster Positive Learning Environment and Whole Student Support

Board Goal	Lead	Action Items	Measurable Impact	Status
<p><i>1. Ensure students, staff, families and other members of the community experience a positive school climate with a deliberate focus on student, teacher and staff mental health and wellness.</i></p>	Board	Support administration in limiting new initiatives to provide stability, sustainability and success of existing initiatives.	Reduction in educator stress and increase in favorability of work environment.	<p>In progress ▾</p>
	Governance Committee	Board determines our role in the district educator feedback process for oversight and decision making at governance level.		<p>In planning ▾</p> <p>Proposal for completing this work to come to full board at 1/24 work session.</p>
	Governance Committee	Board explores student leadership opportunities at the board level to elevate student voice to the board.	>Seek more student voice at the board level.	<p>In progress ▾</p> <p>✓ LAC includes 3 student leaders for 2022-23</p> <p>Proposal for completing this work to come to full board at 1/24 work session.</p>
	Policy Committee	Board considers school climate concerns and uses	>Board makes policy changes that support a positive school climate.	<p>In planning ▾</p>

		it as a lens throughout the 2022-23 policy review cycle.	>Focus on student engagement and belonging.	
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Goal Area Four | Strategy D Alignment: Engage Parents, Schools and Community

Board Goal	Lead	Action Items	Measurable Impact	Status
<i>1. Continue to focus on the value and benefit of an Edina public school education, ways in which EPS is defining excellence across the spectrum and communication with the whole Edina community.</i>	District Communications/Board	Board supports district communication work by engaging/creating more opportunities for community members to learn about the benefits of an Edina public school education.	> Board participates in at least 7 community-driven opportunities with focus on the value of EPS.	In progress Presentation about district funding at morning Rotary (Stanley, Birdman, Wooddard) Discussion with full board and district communications team
	City Liaisons	Better, pro-active engagement and partnership with the city such as potential long term impacts of City of Edina's growth projections and plans on the school district.	> Board gains a better understanding of resident enrollment drivers for governance of district approach/plan.	In progress

Goal Area Five | Strategy D Alignment: Develop Leadership Throughout the District

Board Goal	Lead	Action Items	Measurable Impact	Status
<p><i>1. Continue to maintain Edina’s excellence as financial stewards by optimizing budget and ensuring alignment with strategic initiatives.</i></p>	<p>Finance Committee</p>	<p>Board gains keen awareness around budgeting and programming, how funding gaps are created to maintain a structurally sound budget that aligns with the 2022-2027 strategic plan.</p>	<p>> Board participates in budget training session on alignment that includes board finance committee providing additional info and evaluation of budget and strategic plan alignment</p> <p>> Board hears and considers the administration's recommendation to pass a balanced budget in June 2023 aligned with the 2022-2027 strategic plan.</p>	<p>Not started</p>
<p><i>2. Elevate the Edina School Board within the District, State and Nation in order to advocate for the needs of the school community and best meet the needs of our district stakeholders.</i></p>	<p>Legislative Action Committee</p>	<p>Board continues state and federal legislative advocacy efforts for public school education funding by following year 2 of the LAC plan.</p>	<p>> Board LAC committee implements year 2 of LAC plan including increased community and legislative engagement.</p> <p>> Full board actively participates in LAC efforts, as identified.</p>	<p>In progress</p> <p>✓ LAC Plan, Platform & Goals on agenda for Dec 12 Board mtg</p>
	<p>Communications Committee</p>	<p>Board continues next phase of Board Communication Plan implementation that include efforts to educate</p>	<p>> Greater community understanding of school board operations and public school financing.</p>	<p>In progress</p> <p>✓ School Board operations video live on Website/Oct 2022</p>

		community on Board-related topics		
	Board	Board participates in leadership opportunities at local and national meetings/conferences (MSBA, AMSD, etc.) to elevate work of the board and successes in the district.	>Board participates in at least 3 <i>new</i> opportunities that work to increase awareness of work the board is doing to advance student achievement and other key tenets of our strategic plan.	Completed ✓ AMSD Panel for Legislative Action Committee work, August 2022 ✓ MSBA Panel for Legislative Action Committee work, Sept, 2022
<i>3. Continued development of the Board in order to effectively govern for maximum student achievement.</i>	Governance	Finish roll-out of new superintendent evaluation process and steps throughout 2022-23 school year.	> The Superintendent evaluation process is effective and efficient for the Superintendent and all Board members at all steps.	In progress ✓ Phase 1, June 2022 ✓ Phase 2, Aug, 2022
	Communication Committee	Finish implementation of 2021-22 Board Communication and engagement plan.	> Completion and full implementation of Board Communication and engagement plan and goals of communication plan are met (i.e. the community understands the role of the board)	Completed ✓ Phase 1, Oct, 22
	??/Admin	Creation of a calendar of events to plan for board appearances at events.		Not started ✓ Board to discuss viability of this
	Chair/Vice Chair	Potential creation of working plan calendar document to guide board in upcoming discussions	> All board members have the information they need to be successful. > All board members understand their role.	Completed ✓ Working 2022-23 calendar provided to Board, Sept, 22

	Chair/Vice Chair/Board	Clarity around board priorities and how it relates to general board capacity and individual board member capacity.	> Board work bandwidth is manageable and efficient for all Board members.	In progress ✓ Board received prep materials at work session 11/14; ✓ Discussion on agenda at Board retreat, Jan 2023
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Parking Lot:

- Follow-up work session on ML learners (Spring 2023)
- Work session on updated process for kids club applications; update on expected hiring and capacity for 2023-2024 school year (Spring 2023)
- Board needs to discuss viability and interest in the creation of a calendar of events to plan for board appearances at events.
- Are there other items from the board communications plan/ad hoc that need to be accomplished?
- What type of budget training is the board interested in? More granularity/direction around board goal 5.1.
- Class size discussion/open enrollment/resident enrollment
- Follow-up on substitution rates/how incentive is working
- Travel opportunities and equity

V.E. Governance Committee Planning



Meeting Date: 1/24/2023

Title: Governance Committee Overview

Type: Information/Discussion

Presenter(s): Governance Committee

Description: This calendar and overview is being provided to the board to provide information and clarity around: (a) the tasks assigned to the governance committee per policy 213 and (b) what is currently being worked on/planned for the rest of the school year. Similar to all committees, all discussions in committee are for information and recommendation only; all decisions are made at the full board level. This plan has been reviewed by Dr. Stanley and the governance committee.

Recommendation: Review and bring any questions or comments.

Primary Issue(s) to Consider: Committee overview and calendar.

Attachments: Governance committee planning document

Governance Committee Planning Document

Per policy 213, the governance committee should collaborate and make recommendations on the following subjects.

(a) previewing all human resources issues, including contracts;

(b) previewing all legal issues;

(c) the relationship with the superintendent, including contract and board communication issues;

(d) procedures for superintendent evaluation;

(e) annual board goal development;

(f) new board member orientation and board member development;

(g) board communication;

(h) strategic and long-term plans and goals;

(i) other duties assigned by the board.

(j) Additionally, the superintendent has discretion to bring issues to the governance committee with district-wide implications that can be readily addressed in governance.

	January	February	March	April	May	June
Governance Meeting Proposed Agenda Topics	> Ongoing discussions on (a) and (b).	> Ongoing discussions on (a) and (b).	> Ongoing discussions on (a) and (b).	> Ongoing discussions on (a) and (b).	> Ongoing discussions on (a) and (b).	> Ongoing discussions on (a) and (b).
	> Standing agenda time for (j).	> Standing agenda time for (j).	> Standing agenda time for (j).	> Standing agenda time for (j).	> Standing agenda time for (j).	> Standing agenda time for (j).
	> Preparation for mid-year evaluation (d).		> Preparation for superintendent evaluation (d).	> Preliminary info gathering/prep on 2023-2024 board goal process; superintendent goals (e).		> Coordinate Superintendent evaluation with Board
	> Review student board/leadership agenda item (i) (information stage).	> Any follow-up discussion from student board/leadership agenda item (i).				
	> Discussion on timing of ad-hoc committee recommendation (i) (information stage).	> Preparation for ad-hoc committee work session discussion (i).				
				> Preliminary discussion on summer board training/retreat (f).	> Implement planning for summer board training/retreat (f).	> Coordinate summer board training/retreat (f)
				> Draft end of school staff communication from board (g).		
	> Review governance planning document (information stage).	> Use Governance plan (ongoing)	> Use Governance plan (ongoing)	> Use Governance plan (ongoing)	> Use Governance plan (ongoing)	> Use Governance plan (ongoing)
Estimated Timing for Items at Work Sessions/Regular Meetings	1/24/Closed session 1. Closed session: Sup mid-term eval 1/24 work session: 1. Student leadership/board participation discussion (reaction/option stage) 2. Review preliminary governance calendar/plan with board (reaction stage).	2/28 work session: 1. Ad hoc committee recommendation (reaction/option/decision)			1. Bring end of school communication to board for discussion (decision). 2. Information gathering work session on board goals.	1. Closed session: superintendent evaluation. 2. Work session on board goals (reaction/option).

	July	August	September	October	November	December
Governance Meeting Proposed Agenda Topics	> Ongoing discussions on (a) and (b).	> Ongoing discussions on (a) and (b).	> Ongoing discussions on (a) and (b).	> Ongoing discussions on (a) and (b).	> Ongoing discussions on (a) and (b).	> Ongoing discussions on (a) and (b).
	> Standing agenda time for (j).	> Standing agenda time for (j).	> Standing agenda time for (j).	> Standing agenda time for (j).	> Standing agenda time for (j).	> Standing agenda time for (j).
	> Hold summer board training/retreat (f)					
	> Use Governance plan (ongoing)	> Use Governance plan (ongoing)	> Use Governance plan (ongoing)	> Use Governance plan (ongoing)	> Use Governance plan (ongoing)	> Use Governance plan (ongoing)
Estimated Timing for Items at Work Sessions/Regular Meetings	1. Board discussion on board goals (decision).	1. Board action on board goals (decision).				

VI. **Leadership and Committee Updates**

VII. **Superintendent Updates**

VIII. **Adjournment**

IX. **Information**

IX.A. Kids Club Update



Board Meeting Date: 1/24/2023

Title: Kids Club Update

Type: Information

Presenter(s): Dr. Anne Marie Leland, Director of Community Education and Strategic Partnerships

Description: The following information is an update as of January 19, 2023, on the number of Kids Club contract requests and waitlist information for the 2022-2023 school year.

- Total 2022-2023 school year contract requests = 1391
- Total number of accepted contracts = 843
- Total number of pending contracts = 279
- Total number of self-removed contracts = 269

Kids Club is continuously reviewing applications and interviewing recreation leader and program leader staff. As new staff are hired, waitlisted students are removed.

Recommendation: Information only

Desired Outcomes from the Board: N/A

Attachments: N/A