

Regular Meeting

Monday, August 14, 2023 7:00 PM

ECC Room 349, 5701 Normandale Road, Edina, MN 55424

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

II. **Approval of Agenda**



**School Board Regular Meeting
Monday, August 14, 2023; 7:00 PM
ECC Room 349**

- I. **Determination of Quorum and Call to Order**
- II. **Approval of Agenda**
- III. **Hearing from Members of the Public**
- IV. **Consent Agenda**
 - A. Minutes: *July 11 and 12 retreat; July 17 work session and regular meetings; July 25 work session*
 - B. Personnel Recommendations
 - C. Proposed Elimination of COVID-19 Vaccination Requirement for Edina Public Schools' (EPS) Employees and Discontinuance of Mandatory Surveillance COVID-19 Testing Program for Unvaccinated Employees
 - D. School Resource Officer (SRO) Agreement
 - E. Superintendent's Advisory Council (SAC) Agreement
 - F. Check Register - July 2023
 - G. Electronic Fund Transfers - July 2023
 - H. Gifts and Bequests - July 2023
 - I. ISD 271 Tuition Agreement
 - J. DISH Network Easement Agreement
 - K. Board Liaison Roles
 - L. Historic Document Storage
 - M. Student Support Services Agreement(s)
 1. Toneworks
- V. **Discussion**
 - A. EPS Physical Security Update

Description: Edina Public Schools is committed to the safety and security of all individuals on our campuses. The evolution and assessment of our safety practices is ongoing and will always remain so. We will continue to enact best practices, policies, and procedures to enhance our layered security approach. We will continue to leverage the strong partnership with Edina Police and Fire, as well as the City of Edina.

Presenter(s): Natasha Monsaas-Daly, Director, District Media & Technology Services
 - B. 2023-2024 e-Learning Day Plan

Description: Edina Public Schools has an e-Learning Day Plan pursuant to Minn. Stat. §120A.41. This plan intends to minimize the disruption of learning caused by a school closure. In the event of a school closure, Edina Public Schools will enact the e-Learning Day Plan, which allows for the day to be counted as an instructional day and included as hours of instruction pursuant to Minn. Stat. § 123A.17, subdivision 4.

Presenter(s): Natasha Monsaas-Daly, Director, District Media & Technology Services

C. Policy Review (213, 216, 303, 413, 504, 506)

Description: These policies were reviewed with an eye toward clarity and alignment with District practice and state and federal statutes.

Presenter(s): Board Policy Committee

VI. Action

A. Framework for Secondary ELA Course and Resource Recommendations

Description: The Edina Comprehensive Literacy Plan K-12 has been developed in response to the Edina Public Schools 2020-2027 Strategic Plan's call to review, develop, and implement a continuous improvement plan for literacy, readiness, and rigor for all. The 6-12 Comprehensive Literacy Plan defines the unified commitments for secondary ELA programming in Edina Public Schools. In addition, it outlines the high level view of the structures and processes for decision making and implementation. The secondary ELA course and resource recommendation processes will use the 6-12 CLP as a guide. The processes for secondary ELA course and resource recommendations will also use the guiding change documents and timelines outlined in the following report as critical guides in the process.

Presenter(s): Bethany Van Osdel, Assistant Director of Teaching and Learning; and Jody De St. Hubert, Director of Teaching and Learning

Recommendation: This report is recommending the approval of the proposed framework for Secondary ELA Courses and Resources Guiding Change recommendations.

B. Discontinuance of the Learning Exchange Agreement

Description: The Learning Exchange Consortium has been cooperatively providing community education programs and services for adults with unique abilities. This Consortium includes the following independent school districts: Bloomington; Eden Prairie; Edina; and Richfield. Currently, Learning Exchange provides programming for our Edina population with services only available in Bloomington and Richfield.

New legislation now allows Community Education to provide programming in their own communities and recoup a higher amount (\$0.34/capita) of funding for adults with unique abilities beginning in fiscal year 2024-2025. This new legislation replaces the current limited (to consortia) grant program with a funding formula of \$0.34 per capita (population of the school district) for each school district that operates an adult with unique abilities program.

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

Recommendation: Approval of the discontinuance of the Learning Exchange Agreement.

C. Calling for the 2023 General Election

Description: Due to the expiration of the terms of three School Board members at the end of 2023, the District will hold a General election in conjunction with the statewide General election on November 7, 2023, for the purposes of electing three (3) School Board members for terms of four (4) years each.

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

Recommendation: Adopt the resolution calling for a General election to elect three School Board members to terms of four years each on November 7, 2023, and authorize the District's election official to file the necessary forms with the Hennepin County Auditor.

D. Policy Review (516.5)

Description: This policy was reviewed with an eye toward clarity and alignment with District practice and state and federal statutes.

Presenter(s): Board Policy Committee

Recommendation: Accept the revised policy as presented.

VII. Leadership and Committee Updates

VIII. Superintendent Updates

IX. Adjournment

X. Information

A. Investment Summary - July 2023

B. Kids Club Update

III. **Hearing from Members of the Public**

IV. **Consent**

IV.A. Minutes: *July 11 and 12 retreat; July 17 work session and regular meetings; July 25 work session*

INDEPENDENT SCHOOL DISTRICT 273
OFFICIAL MINUTES OF THE SPECIAL MEETING OF JULY 11-12, 2023

SPECIAL MEETING

Arneson Acres, Terrace Room 5:00 PM
4711 W 70th Street, Edina

SCHOOL BOARD MEMBERS PRESENT:

ABSENT:

Ms. Erica Allenburg
Mr. Dan Arom
Mr. Michael Birdman
Ms. Karen Gabler
Ms. Julie Greene
Ms. Regina Neville
Ms. Janie Shaw

PRESIDING OFFICER: Chair Erica Allenburg

July 11, 5:04 - 9:25 PM
July 12, 5:02 - 8:15 PM

ADMINISTRATIVE STAFF PRESENT:

Dr. Stacie Stanley, Superintendent

CERTIFIED CORRECT:

CERTIFIED CORRECT:

Ms. Erica Allenburg, Chair

Ms. Karen Gabler, Clerk

(Official Publication)
MINUTES OF THE SPECIAL MEETING
OF THE SCHOOL BOARD DISTRICT 273 EDINA, MINNESOTA
JULY 11-12, 2023

July 11, 5:04 PM Chair Allenburg called to order the special meeting of the School Board. Members present: Allenburg, Arom, Birdman, Gabler, Greene, Neville, Shaw. Staff present: Stanley.

July 12, 5:02 PM Chair Allenburg called to order the special meeting of the School Board. Members present: Allenburg, Arom, Birdman, Gabler, Greene, Neville, Shaw. Staff present: Stanley.

- I. Day One - July 11
 - A. Team Building Activity
 - B. Presentation of Proposed Superintendent Goals
 - C. Strategic Plan Discussion
- II. Day Two - July 12
 - A. Board Goal Discussion
 - B. Board Expectation Discussion
 1. Calendar Updates/Process
 2. Administration Presentations at Board Meetings
 - C. Board Norms Updates
- III. Leadership and Committee Updates
- IV. Superintendent Updates
- V. Adjournment

The meeting was adjourned at 9:25 PM on July 11, and at 8:15 PM on July 12. The minutes and resolutions are open to public inspection on the district website, and on file at the district office, 5701 Normandale Road.

Ms. Erica Allenburg, Chair

Ms. Karen Gabler, Clerk

OFFICIAL MINUTES OF SCHOOL BOARD'S
JULY 11-12, 2023 SPECIAL MEETING

July 11, 5:04 PM Chair Allenburg called to order the special meeting of the School Board. Members present: Allenburg, Arom, Birdman, Gabler, Greene, Neville, Shaw. Staff present: Stanley.

July 12, 5:02 PM Chair Allenburg called to order the special meeting of the School Board. Members present: Allenburg, Arom, Birdman, Gabler, Greene, Neville, Shaw. Staff present: Stanley.

DISCUSSION JULY 11

Team Building Activity: Board members engaged in activities to build rapport and strengthen understanding around key terms used in their shared work.

Presentation of Proposed Superintendent Goals: Superintendent and board members reviewed progress on 2022-2023 goals and discussed recommended 2023-2024 priorities.

Strategic Plan Discussion: Board members discussed potential additions and changes to the strategic plan as the district enters the next year of implementation.

DISCUSSION JULY 12

Board Goal Discussion: Board members discussed current strategic plan commitments and initiatives, and initial 2023-2024 goals.

Board Expectation Discussion: Board members discussed the current use of a shared calendar for meetings, workshops, committee assignments, and other events.

Board Norms Updates: Board members reviewed past board norms and discussed several updates based on best practice and legal advice.

ADJOURNMENT

July 11, at 9:25 PM, Director Birdman moved and Director Arom seconded to adjourn the meeting. All members voted Aye.

July 12, at 8:15 PM, Director Birdman moved and Director Arom seconded to adjourn the meeting. All members voted Aye.

INDEPENDENT SCHOOL DISTRICT 273
OFFICIAL MINUTES OF THE WORK SESSION OF JULY 17, 2023

WORK SESSION
5:00 PM

Edina Community Center
ECC 350 and Virtual

SCHOOL BOARD MEMBERS PRESENT:

ABSENT:

Ms. Erica Allenburg
Mr. Dan Arom
Mr. Michael Birdman
Ms. Karen Gabler (virtual)
Ms. Julie Greene
Ms. Regina Neville
Ms. Janie Shaw

PRESIDING OFFICER: Chair Erica Allenburg

5:02 PM - 6:58 PM

ADMINISTRATIVE STAFF PRESENT:

Dr. Stacie Stanley, Superintendent
Dr. Randy Smasal, Assistant Superintendent
Frannie Becquer, Director of Achievement Equity and Multilingual Learner Programming
Jody De St. Hubert, Director of Teaching and Learning
Natasha Monsaas-Daly, Director of District Media and Technology Services
Sonya Sailer, Director of Human Resources
Mert Woodard, Director of Business Services

Trevor Helmers, Attorney, Squires, Waldspurger & Mace, P.A.

CERTIFIED CORRECT:

CERTIFIED CORRECT:

Ms. Erica Allenburg, Chair

Ms. Karen Gabler, Clerk

(Official Publication)
MINUTES OF THE WORK SESSION
OF THE SCHOOL BOARD DISTRICT 273 EDINA, MINNESOTA
JULY 17, 2023

5:02 PM Chair Allenburg called to order the work session of the School Board. Members present: Allenburg, Arom, Birdman, Gabler (virtual), Greene, Neville, Shaw. Staff present: Stanley, Smasal, Becquer, De St. Hubert, Monsaas-Daly, Sailer, Woodard; Helmers

APPROVAL OF AGENDA

DISCUSSION

- A. Liaison Roles
- B. Draft Elections Cooperation Agreement Update
- C. Overview: Changes from the 2023 Legislative Session Related to Discipline

LEADERSHIP AND COMMITTEE UPDATES

SUPERINTENDENT UPDATES

ADJOURNMENT

The meeting was adjourned at 6:58 PM. The minutes and resolutions are open to public inspection on the district website, and on file at the district office, 5701 Normandale Road.

Ms. Erica Allenburg, Chair

Ms. Karen Gabler, Clerk

OFFICIAL MINUTES OF SCHOOL BOARD'S
JULY 17, 2023 WORK SESSION

5:02 PM Chair Allenburg called to order the work session of the School Board. Members present: Allenburg, Arom, Birdman, Gabler (virtual), Greene, Neville, Shaw. Staff present: Stanley, Smasal, Becquer, De St. Hubert, Monsaas-Daly, Sailer, Woodard; Helmers.

APPROVAL OF AGENDA

Member Shaw motioned and Member Neville seconded to approve the agenda. All members voted Aye by roll call.

DISCUSSION

Liaison Roles: Board members discussed liaison and representative appointments.

Draft Election Cooperation Agreement Update: Board members discussed the status of the election cooperation agreement with the City.

Overview: Changes from the 2023 Legislative Session Related to Discipline: General counsel Trevor Helmers presented information about the changes related to school discipline that were enacted during the 2023 legislative session.

ADJOURNMENT

At 6:58 PM, Member Shaw motioned, and Member Birdman seconded to adjourn the meeting. All members voted Aye.

INDEPENDENT SCHOOL DISTRICT 273
OFFICIAL MINUTES OF THE REGULAR MEETING OF JULY 17, 2023

REGULAR MEETING
7:00 PM

Edina Community Center Room 349
5701 Normandale Road, Edina
and Virtual

SCHOOL BOARD MEMBERS PRESENT:

ABSENT:

Ms. Erica Allenburg
Mr. Dan Arom
Mr. Michael Birdman
Ms. Karen Gabler (virtual)
Ms. Julie Greene
Ms. Regina Neville
Ms. Janie Shaw

PRESIDING OFFICER: Chair Erica Allenburg

7:03 PM - 7:46 PM

ADMINISTRATIVE STAFF PRESENT:

Dr. Stacie Stanley, Superintendent
Dr. Randy Smasal, Assistant Superintendent
Frannie Becquer, Director of Achievement Equity and Multilingual Learner Programming
Jody De St. Hubert, Director of Teaching and Learning
Natasha Monsaas-Daly, Director of District Media and Technology Services
Sonya Sailer, Director of Human Resources
Mert Woodard, Director of Business Services

Paul Paetzel, Interim Principal, Edina High School

Trevor Helmers, Attorney, Squires, Waldspurger & Mace, P.A.

CERTIFIED CORRECT:

CERTIFIED CORRECT:

Ms. Erica Allenburg, Chair

Ms. Karen Gabler, Clerk

(Official Publication)
MINUTES OF THE REGULAR MEETING OF THE SCHOOL BOARD
DISTRICT 273 EDINA, MINNESOTA JULY 17, 2023

7:03 PM Chair Allenburg called to order the regular meeting of the School Board. Members present: Allenburg, Arom, Birdman, Gabler (virtual), Greene, Neville, Shaw. Staff present: Stanley, Smasal, Becquer, De St. Hubert, Monsaas-Daly, Sailer, Woodard; Paetzel, Helmers.

APPROVAL OF AGENDA

HEARING FROM MEMBERS OF THE PUBLIC

CONSENT

- A. Minutes: *June 12 work session and regular meetings; June 20 special meeting*
- B. Personnel Recommendations
- C. Proposed Guidebooks for Confidential, Supervisory & Technical (CST), and Non-Affiliated Employees
- D. Check Register - June 2023
- E. Electronic Fund Transfers - June 2023
- F. Gifts and Bequests - June 2023
- G. Waste and Recycling Services Contract
- H. Workers' Compensation Insurance Renewal
- I. Membership in AMSD
- J. Board Appointment Brightworks Cooperative
- K. Board Norms Update
- L. Purchase of Music Instruments and Equipment
- M. Student Support Services Agreement(s)
 - 1. Strategic Behavioral Solutions Service Agreement

DISCUSSION

- A. Long-Term Facilities Maintenance Plan – Fiscal Years 2025-2034
- B. Policy Review (516.5, 524)

ACTION

- A. Establishing Filing Period for Affidavits of Candidacy
- B. Board Liaison Roles
- C. Policy Review (111, 113, 414, 415, 806)

LEADERSHIP AND COMMITTEE UPDATES

SUPERINTENDENT UPDATES

INFORMATION

- A. Investment Summary - June 2023
- B. Kids Club Update
- C. Superintendent Evaluation Summary
- D. Property, Casualty, and Liability Insurance Renewal – Fiscal Year 2024

ADJOURNMENT

The meeting adjourned at 7:46 PM. The minutes and resolutions are open to public inspection on the district website, and on file at the district office, 5701 Normandale Road.

Ms. Erica Allenburg, Chair

Ms. Karen Gabler, Clerk

OFFICIAL MINUTES OF SCHOOL BOARD'S
JULY 17, 2023 REGULAR MEETING

7:03 PM Chair Allenburg called to order the regular meeting of the School Board. Members present: Allenburg, Arom, Birdman, Gabler, Greene, Neville, Shaw. Staff present: Stanley, Smasal, De St. Hubert, Monsaas-Daly, Sailer, Woodard; Paetzel, Helmers.

APPROVAL OF AGENDA

Member Greene moved and Member Shaw seconded to approve the agenda. All members voted Aye.

Dr. Stanley introduced Frannie Becquer, new Director of Achievement Equity and Multilingual Learner Programming, and Paul Paetzel, interim principal at Edina High School.

CONSENT

Member Birdman moved and Member Neville seconded to approve the consent agenda. All members voted Aye.

The resolutions were:

- A. Minutes: *June 12 work session and regular meetings; June 20 special meeting*
- B. Personnel Recommendations
- C. Proposed Guidebooks for Confidential, Supervisory & Technical (CST), and Non-Affiliated Employees
- D. Check Register - June 2023
- E. Electronic Fund Transfers - June 2023
- F. Gifts and Bequests - June 2023
- G. Waste and Recycling Services Contract
- H. Workers' Compensation Insurance Renewal
- I. Membership in AMSD
- J. Board Appointment Brightworks Cooperative
- K. Board Norms Update
- L. Purchase of Music Instruments and Equipment
- M. Student Support Services Agreement(s)
 1. Strategic Behavioral Solutions Service Agreement

DISCUSSION

Long-Term Facilities Maintenance Plan – Fiscal Years 2025-2034: Staff and board members discussed the ten-year revenue and expenditure plan.

Policy Review (516.5, 524): Policy Committee members presented the following policies for discussion. These policies will move forward for approval at the next regular meeting.

- Policy 516.5 - Overdose Medication
- Policy 524 Internet Acceptable Use and Safety Policy

ACTION

Establishing Filing Period for Affidavits of Candidacy: Member Shaw moved and Member Greene seconded to approve the motion. All members voted Aye.

Board Liaison Roles: Member Birdman moved and Member Greene seconded to approve the motion. All members voted Aye.

Policy Review (111, 113, 414, 415, 806): All members voted Aye to approve the revised policies as presented.

- Policy 111 Equity in Educational Achievement
- Policy 113 Data Requests
- Policy 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse
- Policy 415 Mandated Reporting of Maltreatment of Vulnerable Adults
- Policy 806 Emergency Management

LEADERSHIP AND COMMITTEE UPDATES

Chair Allenburg read a summary of conclusions from Dr. Stanley's year-end evaluation.

SUPERINTENDENT UPDATES

Dr. Stanley spoke about the school board election and an information session open to the public on July 26. She also reminded everyone about the opportunities to meet and greet Paul Paetzel, interim principal at Edina High School.

ADJOURNMENT

At 7:46 PM, Member Shaw moved, and Member Greene seconded to adjourn the meeting. All members voted Aye.

INDEPENDENT SCHOOL DISTRICT 273
OFFICIAL MINUTES OF THE WORK SESSION OF JULY 25, 2023

WORK SESSION
5:00 PM

Edina Community Center
ECC 350

SCHOOL BOARD MEMBERS PRESENT:

Ms. Erica Allenburg
Mr. Dan Arom
Mr. Michael Birdman
Ms. Karen Gabler
Ms. Julie Greene
Ms. Regina Neville

ABSENT:

Ms. Janie Shaw

PRESIDING OFFICER: Chair Erica Allenburg

5:01 PM - 7:52 PM

ADMINISTRATIVE STAFF PRESENT:

Dr. Stacie Stanley, Superintendent
Sonya Sailer, Director of Human Resources
Mert Woodard, Director of Business Services

CERTIFIED CORRECT:

Ms. Erica Allenburg, Chair

CERTIFIED CORRECT:

Ms. Karen Gabler, Clerk

(Official Publication)
MINUTES OF THE WORK SESSION
OF THE SCHOOL BOARD DISTRICT 273 EDINA, MINNESOTA
JULY 25, 2023

5:01 PM Chair Allenburg called to order the work session of the School Board. Members present: Allenburg, Arom, Birdman, Gabler, Greene, Neville. Staff present: Stanley, Sailer, Woodard.

APPROVAL OF AGENDA

CLOSED SESSION

- A. Employee Negotiations

ACTION

- A. Long-Term Facilities Maintenance Plan – Fiscal Years 2025-2034

DISCUSSION

- A. 2023-2024 School Board Goals (Draft)
- B. City/District Elections Partnership Update
- C. New Board Liaison Roles Communication Plan

LEADERSHIP AND COMMITTEE UPDATES

SUPERINTENDENT UPDATES

ADJOURNMENT

The meeting was adjourned at 7:52 PM. The minutes and resolutions are open to public inspection on the district website, and on file at the district office, 5701 Normandale Road.

Ms. Erica Allenburg, Chair

Ms. Karen Gabler, Clerk

OFFICIAL MINUTES OF SCHOOL BOARD'S
JULY 25, 2023 WORK SESSION

5:01 PM Chair Allenburg called to order the work session of the School Board. Members present: Allenburg, Arom, Birdman, Gabler, Greene, Neville. Staff present: Stanley, Sailer, Woodard.

APPROVAL OF AGENDA

Member Birdman moved and Member Neville seconded to approve the agenda. All members voted Aye.

At 5:03 pm, Member Birdman moved and Member Neville seconded to close the meeting. All members voted Aye.

CLOSED SESSION

Employee Negotiations. Pursuant to Minnesota Statutes section 13D.03, the Board is authorized to vote to move into closed session to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. The Board will vote to move into closed session to discuss labor negotiations and strategy for the District's negotiations with the following bargaining units: teachers.

At 6:11 pm, Member Greene moved and Member Gabler seconded to open the meeting. All members voted Aye. Board recessed to move to public meeting room.

Meeting resumed at 6:20.

ACTION

Long-Term Facilities Maintenance Plan – Fiscal Years 2025-2034: Member Birdman moved and Member Greene seconded to approve the motion. All members voted Aye.

Discussion items were reordered to accommodate a member who had to leave early.

DISCUSSION

City/District Elections Partnership Update: Board members discussed the status of the election cooperation agreement with the City.

Member Birdman left at 7:00pm.

Member Greene moved and Member Gabler seconded to give the City/District committee authority to send a letter to the City about the agreement. Members Allenburg, Gabler, Greene, and Neville voted Aye; Member Arom voted Nay.

2023-2024 School Board Goals (Draft): Board members discussed a draft of board goals for 2023-2024. Superintendent Stanley's goals will be discussed in September and the board goals will be finalized to align with the superintendent's goals.

New Board Liaison Roles Communication Plan: Board members discussed plans to communicate with liaison groups about new roles.

LEADERSHIP AND COMMITTEE UPDATES

Member Greene was contacted by MSBA about a Minnesota Department of Education (MDE) work group on Computer Science. Applications close August 25.

SUPERINTENDENT UPDATES

Dr. Stanley spoke about all administrators being back next week for Leadership meetings.

ADJOURNMENT

At 7:52 PM, Member Neville motioned, and Member Arom seconded to adjourn the meeting. All members voted Aye.

IV.B. Personnel Recommendations



Board Meeting Date: August 14, 2023

Title: Personnel Recommendations

Type: Consent

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

Description: Personnel recommendations are made monthly. These conditional offers of employment are subject to successful completion of a criminal background check, I-9 Employment Eligibility Verification and, where applicable, the issuance of the required license. Salary subject to change upon verification of correct step and lane placement.

Recommendation: Approve the attached personnel recommendations.

Desired Outcome(s) from the Board:

Attachment(s):

1. Report (next page)

LICENSED STAFF

A. RECOMMENDATIONS FOR EMPLOYMENT

<u>Name</u>	<u>Building</u>	<u>Position</u>	<u>Salary</u>	<u>Date</u>
ARTHUR, PAULA	DW	SCHOOL PSYCHOLOGIST, 1.0 FTE	\$98,898	08/21/2023
BASS, CARLY	CN	READING INTERVENTIONIST, 1.0 FTE (LONG-TERM SUBSTITUTE)	\$27.63/HOUR	08/21/2023
BENEDICT, ANDRE	EHS	WORK EXP. COORD., 1.0 FTE	\$57,480	08/21/2023
BENSON, LESLIE	CN	SPECIAL EDUCATION, 1.0 FTE	\$89,555	08/21/2023
BESTLER, GRACE	ECSE	OCCUPATIONAL THERAPIST, 1.0 FTE	\$58,138	08/21/2023
BLAZINSKI, CANDICE	CN	SPECIAL EDUCATION, 1.0 FTE	\$66,808	08/21/2023
BUHL, JENNIFER	ND	TD READING, 0.8 FTE	\$42,366.40	08/21/2023
CLAFLIN NORDICK, CARYN	CV	SPECIAL EDUCATION, 1.0 FTE	\$66,803	08/21/2023
DAUM, CARLEY	HL	GRADE 2 TEACHER, 1.0 FTE	\$52,816	08/21/2023
HANLON, MEGAN	CN	TD READING, 0.5 FTE AND MULTILINGUAL, 0.2 FTE	\$49,755.30	08/21/2023
JENNEY, MATTIE	ND	SPECIAL EDUCATION, 1.0 FTE	\$42,116	08/21/2023
JOHNSON, JACKLYN	CC	SCHOOL PSYCHOLOGIST, 1.0 FTE	\$68,490	08/21/2023
KRUEGER, SHAWNEE	DW	SUPERVISOR HEALTH SERVICES	\$117,537	08/07/2023
LARSEN, HILARY	ND	SPECIAL EDUCATION, 0.5 FTE	\$31,072.50	08/21/2023
SIROT, MARIE-ANNE	ND	KINDERGARTEN, 1.0 FTE	\$57,480	08/21/2023
ST GERMAINE, JENNIFER	EHS	SPECIAL EDUCATION, 0.5 FTE	\$44,777.50	08/21/2023

B. ADDITIONAL DUTY DAY ASSIGNMENTS

<u>Name</u>	<u>Building</u>	<u>Position</u>	<u>Salary</u>	<u>Number of Days</u>
BLOCK, JULIE	EHS	SCHOOL COUNSELOR	\$9,943.55	18.5
BRAUCHLA, WHITNEY	SV	SPED FACILITATOR	\$6,427.34	15.0
DOWNING, KENT	EHS	SCHOOL COUNSELOR	\$9,943.55	18.5
FEILY, LEIGH ANN	DW	SCHOOL PSYCHOLOGIST	\$6,427.34	15.0
GOLBERG, NATALIE	EHS	SCHOOL COUNSELOR	\$9,598.79	18.5
HACKBARTH, DYLAN	EHS	SCHOOL COUNSELOR	\$7,589.12	18.5
KIEFFER, ANGELA	EHS	SCHOOL COUNSELOR	\$9,598.79	18.5
MOE, KRISTIAN	EHS	SCHOOL COUNSELOR	\$9,598.79	18.5

ORMISTON, ANNIE	EHS	SPED FACILITATOR	\$6,427.34	15.0
PHETSAMONE, SUSAN	EHS	SCHOOL COUNSELOR	\$5,767.58	18.5
SHUN, STEPHANIE	VV	SPED FACILITATOR	\$5,446.30	15.0
STRAND, KATHERINE	ECSE	SPED TEACHER	\$8,062.34	15.0

A. RECOMMENDATIONS FOR TEMPORARY EMPLOYMENT (SUMMER ONLY)

<u>Name</u>	<u>Building</u>	<u>Position</u>	<u>Wage</u>	<u>Date</u>
CROMIE, ABIGAIL	DW	ESY SPED TEACHER	\$31.91/HOUR	06/29/2023

B. RESIGNATIONS, RETIREMENTS, TERMINATIONS

<u>Name</u>	<u>Building</u>	<u>Position</u>	<u>Date</u>
HICKSON, AMBER	CV	SPED TEACHER, 1.0 FTE	06/05/2023
MAHAFFEY, JILL	CC	SCHOOL PSYCHOLOGIST, 1.0 FTE	06/05/2023
VAN, LONAL	SV	ADMINISTRATIVE DEAN	07/19/2023

C. CHANGE OF EMPLOYMENT STATUS

<u>Name</u>	<u>Building</u>	<u>Assignment Change</u>	<u>Salary</u>	<u>Date</u>
HORSTMAN, KIRSTEN	ND	FROM: TD TEACHER, 0.6 FTE TO: TD TEACHER, 0.7 FTE	\$46,765.60	08/21/2023
LIBERT, BRENDA	ECFE	FROM: ECFE TEACHER, 0.57 FTE TO: ECFE TEACHER, 0.58 FTE	\$39,507.28	08/21/2023
ROBERTS, DEBORAH	ECFE	FROM: PARENT EDUCATOR, 0.47 FTE TO: PARENT EDUCATOR, 0.59 FTE	\$44,920.83	08/21/2023
SCHWEIN, KAYLA	CC	FROM: SPEECH-LANG. PATH., 0.5 FTE TO: SPEECH-LANG. PATH., 1.0 FTE	\$76,137	08/21/2023
WHITESSELL, HEATHER	ECFE	FROM: ECFE TEACHER, 0.84 FTE TO: ECFE TEACHER, 0.64 FTE	\$43,594.24	08/21/2023

D. REQUEST FOR LEAVE OF ABSENCE

<u>Name</u>	<u>Building</u>	<u>Position</u>	<u>Anticipated Dates of Leave</u>
None.			

NON-LICENSED STAFF

B. RECOMMENDATIONS FOR EMPLOYMENT

<u>Name</u>	<u>Building</u>	<u>Position</u>	<u>Wage</u>	<u>Date</u>
AHMED, OUMALKER	ND	EA - SPED PARA	\$23.91/HOUR	08/28/2023
AUGDAHL, KARI	ELC	IA - CLASSROOM PARA	\$18.75/HOUR	08/28/2023
BIELKE, DAVID	DW	CUSTODIAN	\$22.06/HOUR	07/24/2023
BORCHARDT, MICHELLE	ECSE	DUE PROCESS SPECIALIST	\$22.03/HOUR	08/14/2023
BUTLER, JEREMIAH	TC	BUS DRIVER	\$24.17/HOUR	07/07/2023
COUGHLAN, MAYELLEN	HL	IA - CLASSROOM PARA	\$20.45 /HOUR	08/28/2023
DENMAN, BARBRA	ELC	IA - CLASSROOM PARA	\$20.45/HOUR	08/28/2023
DESENS, CATE	HL	IA - CLASSROOM PARA	\$18.75 /HOUR	08/28/2023
GAWBOY, GRAY	HL	EA - SPED PARA	\$21.15/HOUR	08/28/2023
HIBEN, JEFFREY	CS	CUSTODIAN	\$22.06/HOUR	08/14/2023
LAFFERTY, HOLLY	ELC	IA - CLASSROOM PARA	\$18.00 /HOUR	08/28/2023
LUND, SARAH	HL	IA - CLASSROOM PARA	\$18.75/HOUR	08/28/2023
MIRANDA, CARMELO	CS	CUSTODIAN	\$22.06/HOUR	07/25/2023
OLIVARES RIVERA, ALONDRA	CC	CUSTODIAN	\$22.06/HOUR	08/01/2023
OLSON, PAMELA	CV	IA - CLASSROOM PARA	\$22.86/HOUR	08/28/2023
OSMAN, FADUMO	ELC	IA - CLASSROOM PARA AND CHILD CARE ASST.	\$19.80/HOUR \$18.60/HOUR	08/28/2023
PARSLEY-HONOUR, JAMIE	ELC	IA - CLASSROOM PARA AND CHILD CARE ASST.	\$18.00/HOUR \$16.10/HOUR	08/28/2023
RESBERG, AMY	ELC	IA - CLASSROOM PARA	\$18.00/HOUR	08/28/2023
STEWART, DEREK	DW	SUBSTITUTE CUSTODIAN	\$18.75/HOUR	08/04/2023
WEINBERGER, MARJIE	TC	BUS DRIVER	\$24.17/HOUR	07/05/2023
WERNSMAN, STEFANIE	EHS	DUE PROCESS SPECIALIST	\$22.59/HOUR	08/14/2023

C. RESIGNATIONS, RETIREMENTS, TERMINATIONS

<u>Name</u>	<u>Building</u>	<u>Position</u>	<u>Date</u>
ANDERSON, STEPHEN	EHS	EA - SPED PARA	06/01/2023
BEINAPFL, HEATHER	ND	DUE PROCESS SPECIALIST	08/23/2023

GLOVER, MARY ANNE	HL	EA - SPED PARA	09/30/2022
HECK, BRADEN	SV	EA - SPED PARA	06/01/2023
HENTGES, ALYSSA	SV	HEALTH SERVICES ASSOCIATE	08/15/2023
HLAVAC, MICHEAL	CN	EA - SPED PARA	06/01/2023
KRUCHTEN, STEVEN	ECC	CUSTODIAN	04/30/2024
MELINA, MADALYN	CC	IA - CLASSROOM PARA	06/01/2023

D. CHANGE OF EMPLOYMENT STATUS

<u>Name</u>	<u>Building</u>	<u>Assignment Change</u>	<u>Wage</u>	<u>Date</u>
None				

C. REQUEST FOR LEAVE OF ABSENCE

<u>Name</u>	<u>Building</u>	<u>Position</u>	<u>Anticipated Dates of Leave</u>
None			

COMMUNITY EDUCATION SERVICES STAFF

A. RECOMMENDATIONS FOR EMPLOYMENT

<u>Name</u>	<u>Building</u>	<u>Position</u>	<u>Wage</u>	<u>Date</u>
ENGLEBERT, VIOLET	CV	RECREATION LEADER	\$18.77/HOUR	08/21/2023
SMALLEY, BENNETT	DW	AUDITORIUM/MEDIA TECH	\$20.00/HOUR	08/08/2023

B. RECOMMENDATIONS FOR TEMPORARY EMPLOYMENT (SUMMER ONLY)

<u>Name</u>	<u>Building</u>	<u>Position</u>	<u>Wage</u>	<u>Date</u>
CIMON, ERIC	HL	RECREATION LEADER	\$22.00/HOUR	07/05/2023

C. RESIGNATIONS, RETIREMENTS, TERMINATIONS

<u>Name</u>	<u>Building</u>	<u>Position</u>	<u>Date</u>
MIKSCH, KAITLYN	ECC	PROGRAM MANAGER	08/11/2023

D. CHANGE OF EMPLOYMENT STATUS

<u>Name</u>	<u>Building</u>	<u>Assignment Change</u>	<u>Wage</u>	<u>Date</u>
HERNANDEZ, ERIKA	ELC	FROM: CHILDCARE ASSISTANT TO: PRESCHOOL TEACHER	\$23.49	08/28/2023
NOTSCH, TABATHA	ELC	FROM: IA - CLASSROOM PARA TO: PRESCHOOL TEACHER	\$26.37	08/28/2023

E. REQUEST FOR LEAVE OF ABSENCE

<u>Name</u>	<u>Building</u>	<u>Position</u>	<u>Anticipated Dates of Leave</u>
None			

IV.C. Proposed Elimination of COVID-19
Vaccination Requirement for Edina Public Schools'
(EPS) Employees and Discontinuance of Mandatory
Surveillance COVID-19 Testing Program for
Unvaccinated Employees



Board Meeting Date: 8/14/2023

Title: Proposed Elimination of COVID-19 Vaccination Requirement for Edina Public Schools' (EPS) Employees and Discontinuance of Mandatory Surveillance COVID-19 Testing Program for Unvaccinated Employees

Type: Consent

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

Description: On January 10, 2022, the Edina School Board passed a resolution requiring all EPS employees to show proof of COVID-19 vaccination or submit to weekly surveillance testing beginning on January 31, 2022. On July 18, 2022, the Edina School Board voted to pause the testing program while continuing to monitor the situation should a return to the program be deemed prudent in the future.

Effective May 11, 2023, the federal government ended the COVID-19 National and Public Health Emergency Declarations citing the success of vaccination and data supporting reduced illness and deaths in the United States. The Minnesota Department of Health (MDH) has since reported that COVID-19 hospitalizations have fallen to levels not reported since the start of the global pandemic.

As EPS moves out of the pandemic and forward towards the 2023-2024 school year, the following modifications are proposed to the current COVID-19 protocols:

1. Eliminate the mandatory vaccination requirement for all employees;
2. Discontinue the weekly surveillance testing program for employees who have not provided proof of vaccination; and
3. Disable the COVID-19 dashboard on the district website.

Several health safeguards will remain in place for employees including staying home for the amount of time recommended by the MDH when they test positive for COVID-19 and wearing a high-quality, well-fitting mask for the recommended time period following their return to the workplace.

Recommendation: Review and approve the above proposed modifications to the district's COVID-19 protocols.

Desired Outcomes from the Board: Approval of the above proposed modifications to the district's COVID-19 protocols.

Attachment:

1. January 10, 2022 Resolution Requiring all EPS Staff to be Vaccinated against COVID-19 or to Submit to Regularly Scheduled COVID-19 Testing (for reference only)



RESOLUTION REQUIRING ALL EPS STAFF EITHER TO BE VACCINATED AGAINST COVID-19 OR TO SUBMIT TO REGULARLY SCHEDULED COVID-19 TESTING

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) and the Minnesota Department of Health (“MDH”) have determined that the COVID-19 pandemic is currently ongoing and may remain ongoing for an unknown time; and

WHEREAS, according to the CDC, “COVID-19 vaccination among all eligible students as well as teachers, staff and household members is the most critical strategy to help schools safely resume full operations”; and

WHEREAS, according to the CDC, “[v]accination is the leading public health prevention strategy to end the COVID-19 pandemic. People who are fully vaccinated against COVID-19 are at low risk of symptomatic or severe infection. A growing body of evidence suggests that people who are fully vaccinated against COVID-19 are less likely to become infected and develop symptoms and are at substantially reduced risk from severe illness and death from COVID-19 compared with unvaccinated people”; and

WHEREAS, according to the State of Minnesota, “staff who access the workplace or provide public service outside of their homes on behalf of an agency without vaccination pose a particular risk of COVID-19 exposure to themselves, their colleagues, and to members of the public. Additionally, ongoing community transmission of the more transmissible Delta variant of COVID-19 in Minnesota especially among unvaccinated individuals, presents a continuous risk of infection”; and

WHEREAS, the federal government, the State of Minnesota, and Hennepin County have all made the decision to require their employees to either be vaccinated against COVID-19 or submit to COVID-19 testing on a frequent, regularly scheduled basis; and

WHEREAS, the Department of Labor’s Occupational Safety and Health Administration (“OSHA”) is developing a rule that will require all employers with 100 or more employees to ensure their workforce is fully vaccinated or require any workers who remain unvaccinated to produce a negative test result on at least a weekly basis before coming to work. OSHA will issue an Emergency Temporary Standard (“ETS”) to implement this requirement; and

WHEREAS, pursuant to Minn. Stat. § 123B.02, subd. 1, the Board of Education of Independent School District No. 273 has “general charge of the business of the district, the school houses, and the interests of the school thereof”; and



WHEREAS, the Board of Education concludes that requiring all staff either to be vaccinated against COVID-19 or to submit to regular COVID-19 testing is in the best interests of the School District, its students, its staff, and the communities it serves.

NOW, THEREFORE, BE IT RESOLVED, by the School Board of Independent School District No. 273 as follows:

1. Requires either:
 - a. All current staff to be fully vaccinated against COVID-19 and to provide proof of full vaccination to Human Resources on or Before **January 17, 2022**. Or
 - b. All staff who remain unvaccinated and/or have not provided proof of vaccination as detailed above to submit to mandatory COVID-19 testing at least **one time per week**. Satisfactory verification of compliance with the COVID-19 testing requirement will be designated by Human Resources. Designations will include, but not be limited to allowable testing options, testing resources, how to submit COVID-19 test results and what to do if results are negative or positive.

2. Any staff member who does not comply with the requirements of either Paragraph 1a or Paragraph 1b will be subject to disciplinary action consistent with any applicable collective bargaining agreement.

3. Any staff member who presents or submits a false, misleading, or inaccurate proof of COVID -19 vaccination will be subject to disciplinary action consistent with any applicable collective bargaining agreement.

4. Definitions:
 - a. "Fully vaccinated" means either:
 - i. Two (2) weeks after the second dose in a 2-dose COVID-19 vaccination (i.e. Pfizer or Moderna), or
 - ii. Two (2) weeks after a single-dose COVID-19 vaccination (i.e., Johnson & Johnson), and
 - iii. having received a booster vaccination if they are eligible after six months.



Staff who do not meet these requirements are not fully vaccinated. This definition shall include any vaccine that has been approved, fully, conditionally, or on an emergency basis, by the Food and Drug Administration or the World Health Organization.

- b. "Staff" means all full or part time Edina Public Schools employees.
 - c. The requirements of Paragraphs 1a or 1b shall also apply to all contracted vendors and their employees, agents and contractors, who have direct contact with students (e.g. child nutrition providers, transportation providers, mental health practitioners, special services providers, athletic trainers).
5. All Edina Public Schools staff hired after the date of this resolution shall either provide proof of full vaccination within 45 days of hire pursuant to Paragraph 1a or submit to weekly testing pursuant to Paragraph 1b. All newly hired staff that do not provide proof of vaccination upon hire or remain unvaccinated must immediately submit to weekly testing until proof of vaccination is received by Human Resources.
6. This Resolution shall be effective immediately and shall remain in effect until rescinded, superseded, or amended. Staff may be subject to additional attestation, vaccination, or testing requirements under federal, state, or local law. The School Board will review this resolution as necessary considering changes to case rates, guidance from the CDC, guidance from the Minnesota Department of Health and/or the Minnesota Department of Education, and any other applicable authorities.

Adopted this _____ day of _____, 2022.

Roll Call Vote



School Board Chair

School Board Clerk

IV.D. School Resource Officer (SRO) Agreement



Board Meeting Date: 8/14/23

Title: School Resource Officer (SRO) Agreement Between Edina Public Schools and the City of Edina

Type: Consent

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

Description: The City of Edina and Edina School District agreement to provide two School Resource Officers to furnish services to the Edina Public Schools has been in existence since 1971. Edina Public Schools agrees to pay 66% of the SRO's salary per annum for services provided in this agreement. The term of this agreement is in effect from September 1, 2023 through June 30, 2028.

Recommendation: Approve the agreement.

Desired Outcome(s) from the Board: Continue the relationship with the City of Edina to contract for two School Resource Officers by approving this agreement.

Attachment:

1. Agreement

**AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES
CITY OF EDINA AND INDEPENDENT SCHOOL DISTRICT NO. 273**

This Agreement is made and entered into this ____ day of _____, 2023 by the City of Edina, a Minnesota municipal corporation, located at 4801 West 50th Street, Edina, Minnesota 55424 (“City”) and Independent School District No. 273, a political subdivision of the state of Minnesota, located at 5701 Normandale Road, Edina, Minnesota 55424 (“District”).

WHEREAS, the parties enter into this Agreement pursuant to Minnesota Statutes, Section 126C.44;

WHEREAS, the City and District are interested in a mutually-beneficial partnership to provide services for the students of the District;

WHEREAS, the City and District would like to optimize efficiencies to curb juvenile delinquency and crime;

WHEREAS, the City and District would like to continue to improve understanding and promote respect between the police; the District, its employees and students; and community;

WHEREAS, the City provides School Resource Officer services for schools; and

WHEREAS, it is the desire of both parties to make provision for School Resource Officer services in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, the City and District agree to the terms and conditions outlined herein:

I. RESPONSIBILITIES OF CITY

- A. Qualifications of Personnel. The City agrees to provide two state licensed police officers to perform full-time services to the District for the purpose of assisting in the establishment and coordination of a cooperative community approach among the District’s schools, students, parents, police, and other community resources to address the needs of the District, students, and community members.
- B. Service. The City’s School Resource Officers’ services will include but not be limited to: prevention of delinquency, protection of life and property, law enforcement, serving as a communication link between the City and District, and participation in meetings as requested by building administration. The City will provide required clothing, uniform, and vehicles necessary to perform required services.
- C. Place of Performance. The City will perform services at schools located within District, being primarily located at the District’s secondary schools. Occasionally services may be performed at venues outside of the District.
- D. Documentation Pertaining to Services. The City must provide to the District any and all records pertaining to the provision of services at the end of its services.
- E. Insurance.

1. The City will maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of the City acting through its directors, agents, employees or other personnel, which may give rise to liability under this Agreement.
 2. The City will maintain, at its sole expense, Workers' Compensation insurance for its employees.
 3. The parties' liabilities are limited by the provisions of the Municipal Tort Claims Act, Minn. Ch. 466 and other applicable laws.
- F. Payment of Employees. The City, as the employer, will remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its employees.
- G. District Policies and Procedures. The City and its assigned officers will consider the District's policies and procedures while providing services in the school setting unless they are inconsistent with the Police Department's policies. District policies may be found on the District's website.
- H. Data Privacy. The City, while performing services under this Agreement, must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g and rules and regulation promulgated thereunder, as they apply to the District regarding the treatment of all data created, collected, received, stored, used, maintained, and/or disseminated by the District by this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the City's release of data governed by the Minnesota Government Data Practices Act.

The parties understand and agree that sharing of data between them must occur in accordance with the law governing the dissemination of data, including, but not limited to, specific laws governing the sharing of data on students and minors. It is understood that student information, in general, is classified as private data under the Minnesota Government Data Practices Act.

II. RESPONSIBILITIES OF THE DISTRICT

Payment for Services. The District will remain responsible to provide payment to the City for services rendered pursuant to this Agreement. Section III hereunder will govern billing terms and compensation.

- A. Insurance.
1. The District will maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of the District acting through its directors, agents, employees or other personnel, which may give rise to liability under this Agreement.
 2. The District will maintain, at its sole expense, Workers' Compensation insurance for its employees.
 3. The parties' liabilities are limited by the provisions of the Municipal Tort Claims Act, Minn. Ch. 466 and other applicable laws.
- C. Equipment and Supplies. The District will provide the School Resource Officers with workspace, access to its network, and other District-owned technologies, at the discretion of the District.

- D. Employee Assignment. The District has the authority to reject an assigned School Resource Officer for any nondiscriminatory reason and request the assignment of another School Resource Officer.
- E. Service and Training. The District recognizes there may be occasions that the School Resource Officer may need to respond to emergency calls, attend police training and other special duties as assigned by the City while fulfilling his or her role as a School Resource Officer for the District. The District may request that the School Resource Officer attend District trainings during their performance of services under this Agreement.
- F. Feedback on Performance of Officer. At the conclusion of each fiscal year, the Superintendent's designee will provide the City with feedback on the performance of the School Resource Officer. In addition, the District will notify the City within two business days of any performance concerns or allegations of inappropriate conduct of the officer. The City retains all disciplinary authority over its officers.
- G. Provision of Records. The District will provide the School Resource Officers with all necessary records and information relevant to the student(s) for the purposes of the service(s) being provided.

III. BILLING FOR SERVICES

- A. The District agrees to compensate the City of Edina at a rate of 66% of the SRO's salary per annum for services provided under this Agreement. If for any reason services are not performed for the duration of the school year, the City will prorate the compensation to reflect served time.
- B. The City will bill the District for such services after July 1st for services performed during the prior school year.
- C. The District agrees to pay submitted bills within sixty days of receipt by the District. Any bill not paid within the sixty day period can be considered delinquent by the City.

IV. TERM AND TERMINATION

The initial term of this Agreement is from September 1st, 2023, and will remain in effect through June 30th, 2028. This Agreement shall automatically renew on July 1st of each year ("renewal period") for up to five years unless the District or City determine that adequate funding is not provided by the Minnesota legislature and/or parties to this Agreement. Notice of inadequate funding must be provided to the other party at least 60 days prior to the termination date of this Agreement or 60 days prior to the end of any renewal period.

V. ADDITIONAL TERMS

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of Minnesota.
- B. Relationship to Parties. The parties agree and acknowledge that the School Resource Officers ("officers") who are assigned to the district are, and will continue to be, members and employees of the City and its police department. The officers are not agents or employees of the District by virtue of this Agreement and may not make representation to the contrary. The officers will operate under direct administration and supervision of the police department but will work in cooperation with district administration to further mutually agreed upon goals involving the City and the District's schools and students. The officers' main district administration contact shall be designated by the

Superintendent. Officers do not have disciplinary authority within the schools, are not to be considered educational service providers, and limited to their police functions.

- C. Assignment. This Agreement may not be assigned by either party, in whole or in part.
- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. Notices. Any notice given in connection with this Agreement will be given in writing and will be delivered either by hand or by certified mail, return receipt requested, to the other party, at the party's address stated below. Any party may change its address as stated herein by giving notice of the change of address in accordance with this Paragraph.

City of Edina
Attn: Chief of Police
4801 W 50th St
Edina, MN 55424

Edina Public Schools
Attn: Superintendent
5701 Normandale Rd
Edina, MN 55424

- F. Indemnification. Each party is liable for its own acts to the extent provided by law and hereby agrees, to the extent permitted by law, to indemnify, hold harmless, and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the party, its agents, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that each party's liability is limited by the provisions of the municipal Tort Claims Act, Minn. Ch. 466 and other applicable laws.

- G. Entire Agreement. This writing evidences the entire Agreement between the City and the District; there are no prior written or oral promises or representations incorporated herein. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, the undersigned parties hereby acknowledge that they have read and understand this Agreement and are authorized to enter into this Agreement and have executed this Agreement on the dates recorded below.

City of Edina

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

Independent School District No. 273

By: _____

School Board Clerk

Date: _____

IV.E. Superintendent's Advisory Council (SAC)
Agreement



Board Meeting Date: 8/14/2023

Title: Superintendent Advisory Council Agreement

Type: Consent

Presenter(s): Dr. Stacie Stanley, Superintendent

Description: The School District has Guidebooks that contain compensation and benefit information for non-union employees serving in at-will positions. Each member of the Superintendent Advisory Council has an individual contract. The Guidebook and agreements apply to employees serving in the superintendent advisory council.

The proposed Guidebook and agreements are attached with bold font used to represent new language and strikethrough font used to show language to be removed. Language has been added and deleted to provide consistency with current practices and between Guidebooks and to aid the reader to better understand the available benefits. References to wages have been removed and replaced with individual contracts that include annual salaries and overview of exempt or non-exempt status under the Fair Labor Standards Act. Title changes and reclassifications were made where appropriate.

The School Board's Governance Committee met with District management on July 20, 2023 to review the overall plans for modifications and costs for improvements to the contracts specifically:

1. Salary/wage increase for each position.
2. Performance pay provisions were added to the base salary/wage as an improvement and removed from the Guidebook.

The two-year total package increase for the proposed Guidebook and contracts combined is \$60,893.00. Using the Minnesota School Board Association's costing formula, the two-year percentage increase is 1.8%. This amount is within the School Board's financial parameters and Dr. Stanley supports the recommendation.

Recommendation: Approve the proposed Superintendent Advisory Council Guidebook and Agreements.

Desired Outcomes from the Board: Review and approval of the proposed Superintendent Advisory Council Guidebook and Agreements.

Attachments:


1. DRAFT bold/strikethrough versions of proposed Guidebook with changes highlighted in yellow
2. Final clean copies of the proposed Guidebook
3. Individual Superintendent Advisory Council Employment Agreements



DEFINING EXCELLENCE

**Superintendent's Advisory Council (SAC)
Benefits Guidebook**

July 1, 2023 through June 30, 2024

Approved by ISD 273 School Board .

**SUPERINTENDENT’S ADVISORY COUNCIL BENEFITS GUIDEBOOK
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ARTICLE I

Purpose

Section 1. Purpose: This Guidebook provides These benefits information for employees who are classified under the Superintendent's Advisory Council ("SAC") have been approved by the Board of Education of Independent School District No. 273, Edina Public Schools ("Employer"). SAC positions are exempt, which are not eligible for overtime.

No provision of this gGuidebook itself is intended to create a contract between the School District Employer and an employee, or to limit the rights of the School District Employer. This gGuidebook is a general statement of policy, to be modified and applied by the School District Employer at its discretion.

An employee whose employment is subject to the provisions of Minnesota Statutes, Section 122A.40 may achieve non-probationary, continuing contract status. All other employees are employed on a yearly contract basis.

ARTICLE II

Definitions

Section 1. School District: School District means Edina Public Schools-Independent School District No. 273.

Section 2. Employee: Employee means a person holding a position classified under SAC.

Section 3. Full-time Employee: An employee regularly employed and scheduled to work a minimum of eight (8) hours per day for two-hundred sixty (260) days per year.

~~2.1 Duty Days An employee works all calendar days, except those designated as holidays by the District.~~

Section 4. Part-time Employee: An employee regularly employed and scheduled to work less than eight (8) hours per day or for fewer than two-hundred sixty (260) days per year.

Section 5. Anniversary Date: The anniversary date for each employee will be July 1. Employees who begin employment between July 1 and December 31 will be considered employed one year after the first July 1 following their employment date. Employees hired after January 1 will not be considered employed one year until after the second July 1 following their employment date.

ARTICLE III

Holidays and Vacation

Section 1. Holidays: Employees are entitled to twelve (12) paid holidays as designated by the School District. Holiday pay is incorporated into an employee's annual salary.

~~2.2 Holidays An employee is entitled to paid holidays each calendar year as designated by the Employer.~~

Section 2. Vacation: Full-time employees earn twenty-five (25) days of vacation each year. Part-time employees who work two-hundred and sixty (260) days, but fewer than eight (8) hours per day, earn vacation time in a prorated amount. Employees whose duty year is for fewer than two-hundred and sixty (260) days do not earn vacation.

Vacation is credited to employees as of July 1, but is accrued over the course of the fiscal year. Eligible employees that begin their position after July 1 will receive a prorated amount of vacation for their first year of employment. The scheduling of vacation days is by mutual agreement between the supervisor and employee.

The maximum number of earned and accrued vacation days that may be carried over into the next fiscal year is twenty-five (25) days. In unusual circumstances, the Superintendent may approve additional carryover or up to 10 days of paid vacation at the end of the fiscal year.

An employee properly terminating employment, as determined by the School District, will receive payment for any earned and unused vacation. An employee whose employment is terminated by the School District will receive payment for any earned and unused vacation accrued at the time of termination. An employee who terminates employment and who has used more vacation than earned will have the amount of time overused deducted from their final direct deposit.

2.3 Vacation An employee receives 25 vacation days. An employee may carry forward up to 25 vacation days. In unusual circumstances, the Superintendent may approve additional carryover or up to 10 days of paid vacation at the end of a school year.

An employee who (1) provides proper notice, as determined by the Employer, when leaving employment and (2) is not being terminated/non-renewed for cause will receive reimbursement for remaining unused vacation days, based upon the unused accrual at the time of employment termination.

Section 3. Calculation of Employee's Daily Rate of Pay for Vacation Payout: To determine an a two-hundred sixty (260) day employee's daily rate of pay when calculating vacation payout, the employee's annual base salary is divided by 229 days. If an employee's work year is for fewer than two-hundred sixty (260) days, then the employee's annual base salary is divided by the number of days in the employee's work year.

ARTICLE IV Insurance Benefits

Section 1. Selection of Carriers: The selection of insurance carriers and policies will be made by the School District.

Section 2. Insurance Coverage: The provisions described in this Guidebook are general statements of the insurance coverage provided to employees. An employee's eligibility for coverage is governed by the terms of the master insurance contracts between the School District and individual insurance carriers. 4.1 Health and Welfare Benefits The Employer will provide a full-time employee with health and welfare benefits as described below. It is understood that the provisions described are general statements of the coverages provided and that the eligibility of an employer for benefits is governed by the terms of the master insurance contracts between the Employer and the insurers providing coverage.

Section 3. Medical and Hospitalization Insurance: The School District will contribute a monthly amount, not to exceed the amounts listed below, towards the monthly premium cost for the School District's current medical and hospitalization plans for each full-time employee who qualifies for and is enrolled in the plan. Participation in the medical insurance plan is voluntary. The maximum monthly School District contributions toward the premium are as follows:

Type of Coverage	Monthly School District Contribution
Single	\$625.92
Single + One	\$1342.88
Family	\$1764.06

The employee will contribute through payroll deduction, any excess monthly premium over the School District contribution toward the type of medical and hospitalization coverage for which the employee is enrolled. If the School District's contribution exceeds the insurance premium, any excess will be paid in salary to the employee. **A part-time employee shall receive a district contribution towards medical and hospitalization insurance in a prorated amount proportional to their employment.**

Where two full-time employees are married and at least one of them is in a position covered by this Guidebook, and both employees are enrolled in a single plus one or family medical insurance plan through the School District with one employee waiving coverage and covered as a dependent on the other employee's elected plan, then the employee who has elected the medical insurance plan will receive a monthly contribution in an amount equal to the School District contribution under their Guidebook for a single plus one plan (if enrolled in a single plus one plan), or a family plan (if enrolled in a family plan), plus the amount of the School District's contribution towards a single medical insurance plan under their spouse's Guidebook or collective bargaining agreement. Any balance remaining after married full-time employees have applied their pooled School District insurance contributions towards their selected medical insurance plan remains with the School District.

Section 4. Dental Insurance: The School District will offer a dental insurance plan to full-time employees and contribute monthly amounts, not to exceed the amounts listed below, towards the monthly premium costs for such dental plan.

Type of Coverage	School District's Monthly Contribution
Single	\$40
Single + One	\$75
Family	\$121

The employee will contribute through payroll deduction, any excess monthly premium over the School District contribution toward the type of dental coverage for which the employee is enrolled. **A part-time employee shall receive a district contribution towards dental insurance in a prorated amount proportional to their employment.**

Section 5. Term Life Insurance: An employee is eligible for basic group term life insurance coverage in whole thousands to an amount equal to two times the employee's base annual salary. The School District pays the entire premium for this coverage.

An employee may apply for supplemental coverage in an amount up to the whole thousands of the employee's basic annual salary. Premiums for this coverage will be paid by the employee through payroll deduction.

An employee who elects to take and is approved by the insurance carrier for the maximum supplemental life insurance coverage will receive an additional School District paid supplemental coverage in an amount equal to the employee's basic annual salary rounded up to the next whole thousand.

An employee may apply for supplemental group term life insurance coverage for a spouse or dependent child as stipulated in the supplemental life insurance certificate. Premiums for this coverage will be paid by the employee through payroll deduction.

If the **School District Employer** changes the life insurance carrier, no reduction in the dollar value of the payable benefit will occur.

Section 6. Accidental Death and Dismemberment Insurance: An employee is eligible for accidental death and dismemberment insurance coverage in an amount equal to four times the employee's base annual salary rounded up to the next whole thousand. The School District pays the entire premium for this coverage.

Section 6. Long-Term Disability Insurance: The **School District Employer** will provide income protection insurance for each employee in the amount of two-thirds (2/3) of the employee's basic salary up to a maximum benefit of \$10,000 per month. Payments begin after **sixty-five (65)** days of continuous absence due to disability and (1) continue to age **seventy (70)**; or (2) if the disabling event occurs after age **seventy (70)**, payments will occur for **twelve (12)** months; or (3) if the disabling event occurs prior to age **seventy (70)** but continues after age **seventy (70)** and the employee has not received **twelve (12)** months in benefits, payments will occur for 12 months. Long-term disability benefits are available after age **sixty-five (65)** according to a schedule set forth in a revised insurance certificate, and the amount of the benefit is coordinated with Social Security. The **School District Employer** pays the entire premium.

An employee receiving long-term disability insurance benefits remains eligible for the **School District Employer** contribution for **medical and** hospitalization ~~medical~~ insurance.

Section 7. Flexible Spending Plans: An eligible employee may participate in the Flexible Benefits Plan established by the School District Employer pursuant to Section 125 of the Internal Revenue Code. ~~4.1.5 Flexible Benefits Plan An employee is eligible to participate in the Flexible Benefits Plan established by the Employer pursuant to Section 125 of the Internal Revenue Code, provided, however, that an employee meets all other requirements for eligibility set forth in the Plan.~~

ARTICLE V Leaves of Absence

Section 1. Basic Leave: **Full-time** employees earn eighteen (18) days of basic leave each year ~~annually on July 1~~. A newly hired employee will receive a one-time basic leave allowance of **thirty-five (35)** days in addition to the amount granted ~~above~~ annually. **Part-time employees earn basic leave in a prorated amount. Basic leave is credited to employees as of July 1, but is accrued over the course of the fiscal year.** An employee who is hired or whose employment is terminated will have ~~the their~~ basic leave allowance prorated for ~~a~~ partial fiscal year ~~of service~~. Unused basic leave may accumulate without limit.

Section 2. Personal Illness Leave: An employee may use one (1) day of accumulated basic leave for each day of personal illness. An employee who has been absent may be required to present a statement to the human resources department from a physician verifying an illness that prevented the employee from working and certifying that the employee has recovered sufficiently to return to the employee's normal duties. An employee who is absent for more than five (5) consecutive duty days will be required to present this certification. ~~An employee who has been absent may be required to present a statement to the Human Resources department 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 may be required to 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.

Section 3. Family Illness Leave: For absence because of illness in the family, the employee may deduct a reasonable number of days per incident from accumulated basic leave at no salary deduction. The family includes husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, or others required per state law. When a physician certifies that in-home care is essential because of illness or injury of the employee's spouse, the employee may deduct a reasonable number of days from accumulated basic leave allowance at no salary deduction.

Section 4. Bereavement Leave: With approval of the human resources department, an employee may use a reasonable amount of accumulated basic leave due to the death of a family member or friend. For absence because of death in the family, the employee may deduct a reasonable number of days per incident from accumulated leave at no salary deduction. For absence because of the death of friends or relatives outside the family, the employee may deduct a reasonable number of days from accumulated basic leave at no salary deduction.

Section 5. Personal Business Leave: An employee may use up to four (4) days of accumulated basic leave each fiscal year for the transaction of personal business that cannot be completed outside of business hours. Requests for personal business leave must be submitted to the employee's immediate supervisor at least three (3) duty days in advance of the requested date, except in cases of extreme emergency. For absence required for the transaction of personal business that cannot be completed outside normal work hours, up to four days during a fiscal year may be deducted from accumulated basic leave. Requests for personal business leave must be submitted to the employee's immediate supervisor in writing at least three duty days in advance, except in cases of extreme emergency.

Section 6. Religious Observance Leave: An employee may use up to three (3) days of accumulated basic leave each fiscal year for required religious observance. To qualify, dates must be recognized as religious holidays. Basic leave may not be used where alternative observance options exist. Requests for religious observance leave must be submitted to the human resources department at least three (3) duty days in advance of the requested date. Up to three days leave are available to an employee for religious observance. These days must be recognized religious holidays and are not permitted for circumstances where personal alternative attendance options exist. These days will be deducted from the employee's accumulated basic leave. Notification must be submitted to the Superintendent, in writing, at least three days prior to such absence.

Section 7. Basic Leave Coordination with Workers' Compensation and Long-term Disability Benefits: An employee receiving compensation pursuant to the Workers' Compensation law or long-term disability insurance may elect to use accrued basic leave in order to make up the difference between the workers' compensation or long-term disability payments and the employee's regular rate of pay. In no event shall the additional amount paid to the employee through the use of basic leave result in the payment of total daily, weekly, or monthly compensation in excess of such employee's regular rate of pay. Basic leave benefits are coordinated with any received workers compensation benefits. The total pay received by the employee from all sources does not exceed the employee's regular daily rate of pay. The employee's basic leave will be deducted the amount necessary to bring the employee to the regular daily rate of pay.

Section 8. Sick Leave Pool: A sick leave pool exists for eligible employees who have exhausted their accumulated basic leave. The purpose of the sick leave pool is to provide additional basic leave days to those employees suffering from a catastrophic accident, illness, or a recurring illness. The sick leave pool coordinates with an employee's long-term disability ("LTD") benefit that may begin after an employee has been absent from work for sixty-five (65) consecutive workdays. After sixty-five (65) consecutive days of absence, the employee is no longer eligible to draw from the sick leave pool. The employee may, however, be eligible for LTD benefits as determined by the School District's LTD carrier.

Section 9. Parental Leave: An employee may be granted a full-time leave of absence without pay for a period of up to twelve (12) months for the purpose of providing care and bonding with their newborn or newly adopted child or children. Written application for such leave must be submitted to the human resources department at least four (4) months prior to the expected commencement of the leave when possible. This notice requirement may be waived in cases of emergency. Any period of parental leave approved under this Article runs concurrently with any applicable period of leave for which the employee is eligible under state and/or federal law. Parental leave may be granted to begin immediately upon the termination of any period of disability resulting from pregnancy and childbirth or the date of placement of an adopted child. By mutual agreement between the School District and employee, parental leave may also be granted to begin before any period of physical disability resulting from the pregnancy. Once a parental leave without pay has commenced, accumulated basic leave pay is no longer available for the remainder of the leave without pay.

An employee may return to work prior to the date designated in the approved parental leave notice only as approved by the School District in its sole discretion. Failure to return to work on the designated date will be considered a voluntary termination of employment unless a leave extension is approved by the School District.

An employee returning from parental leave will be returned to the position held when placed on leave, or if not available, to any other position for which the employee is licensed and qualified as determined by the School District. Any earned and unused basic leave accumulated at the commencement of an employee's parental leave will be credited to the employee upon their return.

An employee on an approved parental leave remains eligible for participation in the School District's health, dental, and life insurance programs via the Consolidated Omnibus Budget Reconciliation Act (COBRA). To continue such coverage, an employee must remit their premium payments directly to the School District's third-party COBRA administrator within the required timelines.

Any period of parental leave approved under this Article runs concurrently with any applicable period of leave for which the employee is eligible under state and/or federal law.

~~An employee may be granted a full-time leave of absence without pay for a period of up to 12 months for the purpose of providing care for a newborn or newly adopted child or children. Whenever possible, written application for such leave will be submitted to the human resources department at least four months prior to the expected commencement of the leave. Parenting leave may be granted to begin immediately upon the termination of any period of disability resulting from pregnancy and childbirth or the date of placement of an adopted child. By mutual agreement between the Employer and an employee, parenting leave may also be granted to begin before any period of physical disability resulting from the pregnancy. However, once a parenting leave without pay has commenced, accumulated basic leave pay is no longer available for the remainder of the leave without pay. An employee may return to work prior to the date designated in the approved parenting leave only if approved by the Employer in its sole discretion. Failure to return to work on the designated date will be considered a voluntary termination of employment unless a leave extension is approved by the Employer. An~~

employee returning from parenting leave will be returned to the position held when placed on leave, or if not available, to any other position for which the employee is licensed and qualified. Following return to work, the employee will be credited with the amount of his or her unused basic leave. An employee on parenting leave remains eligible, upon request, for participation in all insurance programs other than income protection insurance but must pay the entire premium for the selected insurance coverage. Premium payments must be received by the district's insurance administrator at least one month in advance. Any period of parenting leave taken under this provision is used simultaneously with any applicable period of leave for which the employee is eligible under state and federal leave acts.

Section 10. Judicial Leave: Employees called upon to serve as a juror in a federal or state court, or subpoenaed as a witness in a court proceeding, will be granted a leave of absence for the time the employee is required to be at the courthouse. Employees will receive all pay and other benefits that would have accrued had they been working during the period of absence for judicial leave, less any compensation received from court administration. An employee who is subpoenaed or called for jury duty will be compensated for the difference between regular pay and pay received for the performance of such obligation.

Section 11. Emergency Closings: In cases of emergency School District closings, an employee may work remotely as approved by the Superintendent.

Section 12. Superintendent's Discretionary Leave: Any circumstance that arises necessitating the absence of an employee not specifically included in any of the sections above may be granted as discretionary leave. This leave must be approved in advance by the Superintendent.

ARTICLE VI Professional Benefits

Section 1. Automobile Travel Mileage Reimbursement: Approved mileage for work-related travel outside of the School District is reimbursed at the current IRS mileage rate established by the Employer. When an employee is requested to represent the district at a meeting or to visit a site beyond the district, the Employer will reimburse the person at the current per mile rate.

Section 2. Meetings in Pursuit of School District Interests: The School District Employer will reimburse an employee for necessary expenses incurred while attending authorized meetings representing the interests of the School District district.

Section 3. Professional Meetings and Leave: The School District will reimburse an employee for necessary expenses incurred for approved attendance at local, state, and national conventions, conferences, workshops, seminars, and institutes.

Section 4. Membership in Professional Organizations: Membership in professional organizations may enhance the employee's ability to exercise educational leadership within the School District. When the School District Employer requests that an employee to belong to a professional organization, either for a specific fiscal year or on a continuing basis, the School District Employer will reimburse the employee for all fees paid by the employee.

The School District Employer will pay the membership fees for each employee for a minimum of one (1) approved national organization and a minimum of one (1) approved state organization. An employee's selection of a state or national organization is subject to approval by the Superintendent.

Section 5. Membership in Civic Organizations: The **School District Employer** will pay all membership and related expenses for local civic organizations **where for which** the employee represents the **School District district**. The memberships must be preapproved by the Superintendent.

Section 6. Attendance at Conferences on Weekends: When attending conventions or other professional meetings as requested by the **School District Employer**, it may be necessary for an employee to attend meetings or travel to or from the meeting site on weekends. As a professional exempt employee, the employee may be flexible in the employee's workweek when weekend meetings or travel occur.

Section 7. Technology Allowance: An employee is eligible for up to \$400 per year as a technology allowance. In order to receive the allowance of \$400, or a portion thereof, the employee must submit a request for reimbursement and approval from the employee's supervisor. The employee may carryover this allowance, up to a maximum of \$2000. Appropriate use of this allowance may include, but is not limited to, hardware/software for professional use that will mutually benefit the **School District district** and **the** employee. The technology allowance will not be distributed in salary or payout to an employee.

Section 8. Professional Hazard/Loss Reimbursement: An employee who incurs loss of or damage to personal property as a result of student, employee or parent vandalism may submit a written request for reimbursement to the Superintendent. The **School District Employer** will consider each request for reimbursement on its own merits. Any reimbursement will be reduced by the amount of any insurance claims and restitution received.

ARTICLE VII Retirement Benefits

Section 1. Tax-Deferred Matching Contribution: **Employees may participate in the School District's tax-deferred plan by contributing a portion of their annual base salary to the plan. The annual year for the School District matching contributions is January 1 through December 31. All contributions must be made to a School District approved 403(b) vendor of the employee's choice. The employee is responsible for making all arrangements required with the 403(b) vendor to ensure that proper payment can be made. The School District's contribution is not payable unless the employee authorizes a salary contribution up to the matching amount the employee is eligible to receive. The School District's match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after initial eligibility.**

~~6.4. TAX DEFERRED MATCHING CONTRIBUTION PLAN An Employer contribution is payable to an employee's tax-deferred matching contribution plan, subject to the following sections. 6.4.1 Approved Plan The employee's tax-deferred matching contribution plan must be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) and any amendments thereto. 6.4.2 Matching Salary Deduction The Employer contribution is not payable unless the employee authorizes a matching salary reduction up to the amount the employee is eligible to receive under Section 6.3.~~

~~6.4.3 Employer Contribution The Employer contribution will be **The School District will contribute** up to three (3) percent of the employee's annual base salary up to a maximum of \$4,250 on an annual basis **towards the School District's 403(b) plan when the contribution is matched by the employee.** with a maximum Employer contribution as designated in the Appendix. The **School District's Employer's** contribution will not affect **the employee's** base salary. 6.4.4 Employee and Employer Contribution The Employer contribution and matching employee's contribution will be made to a district-approved company of the employee's choice, subject to Section 6.1. The employee is responsible for making all arrangements required with the vendor to ensure that proper payment can be made by the Employer.~~

Section 2. Contribution to Health Reimbursement Account (“HRA”) for Employees hired on or after August 1, 2013: ~~6.3.1 For Employees hired after August 1, 2013:~~

- a) The **School District Employer** makes an annual contribution into an HRA in accordance with Schedule A **below** for the first **ten (10)** years of an employee’s employment, with a maximum total Employer contribution of up to \$90,000 throughout an employee’s career.
- b) The **School** District’s contribution to the HRA for employees hired after August 1, 2013, does not vest with the employee until the employee has been employed seven **(7)** consecutive years by the **School District Employer**. Upon an employee’s departure from the **School District Employer**, contributions not vested revert back to the **School District Employer**.
- c) The **School District Employer** retains control of any HRA contributions on behalf of an employee until those funds have vested. The **School District Employer** remain responsible to invest any funds and pay associated fees until the funds vest with the employee, at which point those responsibilities are transferred to the employee.
- d) The **School District Employer** deposits the below noted contribution into the HRA by June 30 of the completed year of service.

Schedule A (Employees hired on or after 8/1/2013)	
Year 1	\$2,500
Year 2	\$2,500
Year 3	\$2,500
Year 4	\$2,500
Year 5	\$5,000
Year 6	\$5,000
Year 7	\$10,000
Year 8	\$15,000
Year 9	\$20,000
Year 10	\$25,000

Section 3. Contribution to Health Reimbursement Account (“HRA”) for Employees hired before August 1, 2013: ~~6.3.2 For Employees hired after July 1, 2010 and on or before August 1, 2013:~~

- a) The **School District Employer** makes an annual contribution into an HRA in accordance with Schedule B throughout the **first next** eight **(8)** years of an employee’s employment, with a possible total **School District Employer** contribution of up to \$90,000 throughout an employee’s career.
- b) The **School** District’s contribution to the HRA for the employees hired **after July 1, 2010 and** on or before August 1, 2013, does not vest with the employee until the fifth **(5th)** year of contribution. Contributions not vested revert back to the **School District Employer**.
- c) The **School District Employer** retains control of any HRA on behalf of an employee until those funds have vested. The **School District Employer** remains responsible to invest any funds and pay any associated fees until the funds vest with the employee, at which point those responsibilities are transferred to the employee.

d) The **School District Employer** deposits the below noted contribution into the HRA by June 30 of the completed year of service.

Schedule B (Employees hired after 7/1/2010 and before 8/1/2013)		
Year 1	\$5,000	
Year 2	\$5,000	
Year 3	\$5,000	
Year 4	\$5,000	
Year 5	\$10,000	Vested
Year 6	\$15,000	
Year 7	\$20,000	
Year 8	\$25,000	

Section 4. Benefits Continuation for Medical and Dental Insurance: ~~6.1.1 Eligibility and Continuation Eligibility.~~ In order to be eligible to continue the benefits defined in this Section ~~6.1.1~~, an employee must have **met the requirements for insurance continuation under Minnesota law:** (1) have a minimum of ten (10) full years of service; (2) be employed full-time at the time of separation of service; (3) be 50 years of age or older; (4) not be returning to employment with the Employer; and (5) not being discharged for cause, misconduct, inefficiency, incompetence or any other disciplinary reason, as determined by the Employer. **Benefit Continuation.** An employee who meets these eligibility **requirements** in Section ~~6.1.1~~ is eligible, upon terminating employment with the **School District Employer**, to continue to participate in the **School District Employer's life**, dental and medical insurance at the employee's expense until the employee reaches Medicare eligibility.

Section 5. Benefit Continuation for Life Insurance: An employee (1) who retires after age **fifty-five (55)**; (2) qualifies for the retirement incentive in Section ~~6.2~~ **of this Article**; and (3) has worked at least **twenty (20)** years as an employee in an accredited institution of education, or for other governmental employers, may select one of the following life insurance continuation options:

Option 1: \$50,000 of life insurance through age **eighty-nine (89)**. To qualify for \$50,000 of paid up coverage, an employee must have \$50,000 or more in basic life insurance immediately prior to retirement and maintain at least \$50,000 of coverage during retirement at the employee's expense until age **sixty-five (65)**. When the retiree reaches age **sixty-five (65)**, \$50,000 of coverage will remain in force with no further premiums payable through age **eighty-nine (89)**.

Option 2: The employee may continue any coverage in force until age **seventy (70)** by continuing to pay the full premium.

~~6.1.2 Continuation with Employer Contribution for Employees Employed Before July 1, 2010~~

~~A. Eligibility. In order to be eligible for an Employer contribution toward benefits, an employee must: (1) have a minimum number of full years of service as per the schedule in 6.1.2 B; (2) be employed full time at the time of retirement; (3) not be returning to employment with the Employer; (4) be 55 years of age or older; (5) not be discharged for cause, misconduct, inefficiency, incompetence or any other disciplinary reason, as determined by the Employer; and (6) be employed by the Employer prior to July 1, 2010 under a Master Agreement or guidebook that contained post retirement benefits continuation language and have no break in employment with the Employer.~~

~~B. Benefit Continuation for Medical and Dental Insurance. An employee who meets the eligibility in Section 6.1.2 is eligible, upon terminating employment with the Employer, to continue to participate in the Employer's dental~~

and medical insurance at the Employer's expense based on the schedule below. The Employer premium contribution for a retired employee will be limited to the contribution rate for single coverage unless the retired employee participated in the single plus one or dependent coverage immediately preceding retirement. The Employer premium contribution will also be limited to the contribution rate for single coverage upon the death of the retired employee's spouse. All Employer premium contributions will cease on the earliest of the following events: (1) the death of the employee, or (2) the expiration of eight years from the effective date of the employee's retirement.

Years of Completed Service	Number of Years
7-9 Years	7 years
10+ Years	8 years

If the retired employee becomes eligible for Medicare benefits and the expiration of the benefit years from the effective date of the employee's retirement has not occurred, then the Employer will reimburse the retired employee for Medicare insurance and a Medicare supplement for both the retired employee and spouse not to exceed the single, single plus one, or family contribution rate for an active employee as eligibility for these contributions is defined in the above paragraph. When the retired employee or spouse is eligible for Medicare benefits, the non-eligible retired employee or spouse may remain on the Employer health insurance plan until the employee/spouse becomes eligible for Medicare benefits. At no time can the Employer contribution exceed the single, single plus one, or family contribution rate for an active employee with respect to the retired employee's election on the effective date of retirement.

Section 6. Early Retirement Payment:

6.2 Early Retirement Payment

- a) **6.2.1** Eligibility. To be eligible for the early retirement payment described below, an employee must (1) be retiring after age **fifty (50)**; (2) have been a full-time employee of the Edina School District for a minimum **number** of consecutive full years as per the schedules below; (3) not be returning to employment with the **School District Employer**; and (4) not be discharged for cause, misconduct, inefficiency, incompetence or any other disciplinary reason, as determined by the **School District Employer**. If an active employee or retiree who qualifies for the early retirement payments dies before applying for or receiving all payments, the amount the employee would have received is paid to the deceased employee's estate.
- b) **6.2.2** Deadline for Application. **An a**pplication for early retirement payment for retirement on June 30 must be submitted to the human resources department by February 1.
- c) **6.2.3** Distribution of Early Retirement Payment. An employee, who is eligible for the early retirement payment, will receive payment in two installments. The first payment will be on the last day of the month the employee retires in an amount equal to two-thirds (2/3) of the early retirement payment amount. The remaining one-third (1/3) will be paid the following January 15. The early retirement payments (early retirement incentive payment and basic leave conversion payment) will be deposited in the employee's 403(b) account **as calculated in Section 6.2.**
- d) Calculation of Employee's Daily Rate of Pay. To determine **an a two-hundred sixty (260) day** employee's daily rate of **pay when calculating an early retirement payment**, the employee's annual base salary is divided by 229 **days. If an employee's work year is for fewer than two-hundred sixty (260) days, then the employee's annual base salary is divided by the number of days in the employee's work year.**

- e) **6.2.4** Calculation of Early Retirement Incentive Payment. An employee will receive an early retirement incentive payment in an amount described below. The daily rate of pay is calculated from the last year of full-time service. The number of days for the early retirement incentive payment calculation is listed below.

Years of Completed Service	Number of Days
7-9 Years	91 days
10+ Years	114 days

- f) **6.2.5** Calculation of Basic Leave Conversion Payment. In addition to the early retirement incentive payment, an employee will receive a basic leave conversion for unused basic leave days, in an amount described below. The payment equals the number of accumulated unused basic leave days, not to exceed the maximum number of days in the table below, multiplied by the daily rate of pay for the employee. The number of duty days and the daily rate of pay are calculated from the last year of full-time service.

Years of Completed Service	Maximum Number of Days
7-9 Years	88 days
10-14 Years	92 days
15-19 Years	95 days
20 or More Years	97 days

7. STRATEGIC ACTION PAY INCENTIVE

The awarding of strategic action pay incentive for exceptional achievement, performance, and goal attainment may be available to an employee as established by the Employer. At the beginning of each fiscal year, the Superintendent and the employee will agree on the employee's strategic actions or goals for the fiscal year. The goal's measurement of progress will be based on criteria determined by the Superintendent. Any pay incentive may vary based on budgetary restrictions and significance of criteria achieved. The Superintendent has the sole discretion to decide what, if any, of strategic action or goal is achieved.

8. EMPLOYMENT STATUS

An employee whose employment is subject to the provisions of Minnesota Statutes, Section 122A.40 may achieve non-probationary, continuing contract status. All other employees are employed on a yearly contract basis.

MOVED TO ARTICLE I

Appendix

Health Insurance Contribution towards Employer's Insurance:

Type of Coverage	Effective 07/01/20	Effective 01/01/21
Single	\$593	\$625.92
Single + One	\$1263	\$1342.88
Family	\$1664	\$1764.06

Dental Insurance Contribution towards Employer's Insurance:

Type of Coverage	Effective 07/01/20
Single	\$40
Single + One	\$75
Family	\$121

Strategic Action Pay Incentive:

The total of strategic action pay incentives paid to an employee achieving their strategic actions or goals will usually not be less than \$2,160. Any pay incentive may vary based on budgetary restrictions and significance of criteria achieved.

The performance base incentive program has \$2,250 set aside per employee for implementation of this program through meeting department goals and shared administrative team goals.

Employer's maximum contribution towards tax deferred matching contribution: \$4250

Employee's Annual Salaries:

- Assistant Superintendent: \$182,963.00
- Director of Business Services: \$181,417.00
- Director of Community Education Services: \$145,644.00
- Director of Communications: \$130,168.00
- Director of Human Resources: \$177,325.00
- Director of Media and Technology Services: \$136,894.00
- Director of Research and Evaluation: \$107,625.00
- Director of Student Support Services: \$150,718.00
- Director of Teaching and Learning: \$158,875.00



DEFINING EXCELLENCE

**Superintendent's Advisory Council (SAC)
Benefits Guidebook**

July 1, 2023 through June 30, 2024

Approved by ISD 273 School Board _____.

**SUPERINTENDENT’S ADVISORY COUNCIL BENEFITS GUIDEBOOK
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ARTICLE I Purpose

Section 1. Purpose: This Guidebook provides benefit information for employees who are classified under the Superintendent’s Advisory Council (“SAC”). SAC positions are exempt, which are not eligible for overtime.

No provision of this Guidebook is intended to create a contract between the School District and an employee, or to limit the rights of the School District. This Guidebook is a general statement of policy, to be modified and applied by the School District at its discretion.

An employee whose employment is subject to the provisions of Minnesota Statutes, Section 122A.40 may achieve continuing contract status. All other employees are employed on a yearly contract basis.

ARTICLE II Definitions

Section 1. School District: School District means Edina Public Schools-Independent School District No. 273.

Section 2. Employee: Employee means a person holding a position classified under SAC.

Section 3. Full-time Employee: An employee regularly employed and scheduled to work a minimum of eight (8) hours per day for two-hundred sixty (260) days per year.

Section 4. Part-time Employee: An employee regularly employed and scheduled to work less than eight (8) hours per day or for fewer than two-hundred sixty (260) days per year.

Section 5. Anniversary Date: The anniversary date for each employee will be July 1. Employees who begin employment between July 1 and December 31 will be considered employed one year after the first July 1 following their employment date. Employees hired after January 1 will not be considered employed one year until after the second July 1 following their employment date.

ARTICLE III Holidays and Vacation

Section 1. Holidays: Employees are entitled to twelve (12) paid holidays as designated by the School District. Holiday pay is incorporated into an employee’s annual salary.

Section 2. Vacation: Full-time employees earn twenty-five (25) days of vacation each year. Part-time employees who work two-hundred and sixty (260) days, but fewer than eight (8) hours per day, earn vacation time in a prorated amount. Employees whose duty year is for

fewer than two-hundred and sixty (260) days do not earn vacation.

Vacation is credited to employees as of July 1, but is accrued over the course of the fiscal year. Eligible employees that begin their position after July 1 will receive a prorated amount of vacation for their first year of employment. The scheduling of vacation days is by mutual agreement between the supervisor and employee.

The maximum number of earned and accrued vacation days that may be carried over into the next fiscal year is twenty-five (25) days. In unusual circumstances, the Superintendent may approve additional carryover or up to 10 days of paid vacation at the end of the fiscal year.

An employee properly terminating employment, as determined by the School District, will receive payment for any earned and unused vacation. An employee whose employment is terminated by the School District will receive payment for any earned and unused vacation accrued at the time of termination. An employee who terminates employment and who has used more vacation than earned will have the amount of time overused deducted from their final direct deposit.

Section 3. Calculation of Employee's Daily Rate of Pay for Vacation Payout: To determine a two-hundred sixty (260) day employee's daily rate of pay when calculating vacation payout, the employee's annual base salary is divided by 229 days. If an employee's work year is for fewer than two-hundred sixty (260) days, then the employee's annual base salary is divided by the number of days in the employee's work year.

ARTICLE IV Insurance Benefits

Section 1. Selection of Carriers: The selection of insurance carriers and policies will be made by the School District.

Section 2. Insurance Coverage: The provisions described in this Guidebook are general statements of the insurance coverage provided to employees. An employee's eligibility for coverage is governed by the terms of the master insurance contracts between the School District and individual insurance carriers.

Section 3. Medical and Hospitalization Insurance: The School District will contribute a monthly amount, not to exceed the amounts listed below, towards the monthly premium cost for the School District's current medical and hospitalization plans for each full-time employee who qualifies for and is enrolled in the plan. Participation in the medical insurance plan is voluntary. The maximum monthly School District contributions toward the premium are as follows:

Type of Coverage	Monthly School District Contribution
Single	\$625.92
Single + One	\$1342.88
Family	\$1764.06

The employee will contribute through payroll deduction, any excess monthly premium over the School District contribution toward the type of medical and hospitalization coverage for which the employee is enrolled. If the School District’s contribution exceeds the insurance premium, any excess will be paid in salary to the employee. A part-time employee shall receive a district contribution towards medical and hospitalization insurance in a prorated amount proportional to their employment.

Where two full-time employees are married and at least one of them is in a position covered by this Guidebook, and both employees are enrolled in a single plus one or family medical insurance plan through the School District with one employee waiving coverage and covered as a dependent on the other employee’s elected plan, then the employee who has elected the medical insurance plan will receive a monthly contribution in an amount equal to the School District contribution under their Guidebook for a single plus one plan (if enrolled in a single plus one plan), or a family plan (if enrolled in a family plan), plus the amount of the School District’s contribution towards a single medical insurance plan under their spouse’s Guidebook or collective bargaining agreement. Any balance remaining after married full-time employees have applied their pooled School District insurance contributions towards their selected medical insurance plan remains with the School District.

Section 4. Dental Insurance: The School District will offer a dental insurance plan to full-time employees and contribute monthly amounts, not to exceed the amounts listed below, towards the monthly premium costs for such dental plan.

Type of Coverage	School District’s Monthly Contribution
Single	\$40
Single + One	\$75
Family	\$121

The employee will contribute through payroll deduction, any excess monthly premium over the School District contribution toward the type of dental coverage for which the employee is enrolled. A part-time employee shall receive a district contribution towards dental insurance in a prorated amount proportional to their employment.

Section 5. Term Life Insurance: An employee is eligible for basic group term life insurance coverage in whole thousands to an amount equal to two times the employee’s base annual salary. The School District pays the entire premium for this coverage.

An employee may apply for supplemental coverage in an amount up to the whole thousands of the employee's basic annual salary. Premiums for this coverage will be paid by the employee through payroll deduction.

An employee who elects to take and is approved by the insurance carrier for the maximum supplemental life insurance coverage will receive an additional School District paid supplemental coverage in an amount equal to the employee's basic annual salary rounded up to the next whole thousand.

An employee may apply for supplemental group term life insurance coverage for a spouse or dependent child as stipulated in the supplemental life insurance certificate. Premiums for this coverage will be paid by the employee through payroll deduction.

If the School District changes the life insurance carrier, no reduction in the dollar value of the payable benefit will occur.

Section 6. Accidental Death and Dismemberment Insurance: An employee is eligible for accidental death and dismemberment insurance coverage in an amount equal to four times the employee's base annual salary rounded up to the next whole thousand. The School District pays the entire premium for this coverage.

Section 7. Long-Term Disability Insurance: The School District will provide income protection insurance for each employee in the amount of two-thirds (2/3) of the employee's basic salary up to a maximum benefit of \$10,000 per month. Payments begin after sixty-five (65) days of continuous absence due to disability and (1) continue to age seventy (70); or (2) if the disabling event occurs after age seventy (70), payments will occur for twelve (12) months; or (3) if the disabling event occurs prior to age seventy (70) but continues after age seventy (70) and the employee has not received twelve (12) months in benefits, payments will occur for 12 months. Long-term disability benefits are available after age sixty-five (65) according to a schedule set forth in a revised insurance certificate, and the amount of the benefit is coordinated with Social Security. The School District pays the entire premium.

An employee receiving long-term disability insurance benefits remains eligible for the School District contribution for medical and hospitalization insurance.

Section 8. Flexible Spending Plans: An eligible employee may participate in the Flexible Benefits Plan established by the School District Employer pursuant to Section 125 of the Internal Revenue Code.

ARTICLE V Leaves of Absence

Section 1. Basic Leave: Full-time employees earn eighteen (18) days of basic leave each year. A newly hired employee will receive a one-time basic leave allowance of thirty-five (35) days in

addition to the amount granted annually. Part-time employees earn basic leave in a prorated amount. Basic leave is credited to employees as of July 1, but is accrued over the course of the fiscal year. An employee who is hired or whose employment is terminated will have their basic leave allowance prorated for a partial fiscal year. Unused basic leave may accumulate without limit.

Section 2. Personal Illness Leave: An employee may use one (1) day of accumulated basic leave for each day of personal illness. An employee who has been absent may be required to present a statement to the human resources department from a physician verifying an illness that prevented the employee from working and certifying that the employee has recovered sufficiently to return to the employee's normal duties. An employee who is absent for more than five (5) consecutive duty days will be required to present this certification.

Section 3. Family Illness Leave: For absence because of illness in the family, the employee may deduct a reasonable number of days per incident from accumulated basic leave at no salary deduction. The family includes husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, or others required per state law. When a physician certifies that in-home care is essential because of illness or injury of the employee's spouse, the employee may deduct a reasonable number of days from accumulated basic leave allowance at no salary deduction.

Section 4. Bereavement Leave: With approval of the human resources department, an employee may use a reasonable amount of accumulated basic leave due to the death of a family member or friend.

Section 5. Personal Business Leave: An employee may use up to four (4) days of accumulated basic leave each fiscal year for the transaction of personal business that cannot be completed outside of business hours. Requests for personal business leave must be submitted to the employee's immediate supervisor at least three (3) duty days in advance of the requested date, except in cases of extreme emergency.

Section 6. Religious Observance Leave: An employee may use up to three (3) days of accumulated basic leave each fiscal year for required religious observance. To qualify, dates must be recognized as religious holidays. Basic leave may not be used where alternative observance options exist. Requests for religious observance leave must be submitted to the human resources department at least three (3) duty days in advance of the requested date.

Section 7. Basic Leave Coordination with Workers' Compensation and Long-term Disability Benefits: An employee receiving compensation pursuant to the Workers' Compensation law or long-term disability insurance may elect to use accrued basic leave in order to make up the difference between the workers' compensation or long-term disability payments and the employee's regular rate of pay. In no event shall the additional amount paid to the employee through the use of basic leave result in the payment of total daily, weekly, or monthly compensation in excess of such employee's regular rate of pay.

Section 8. Sick Leave Pool: A sick leave pool exists for eligible employees who have exhausted their accumulated basic leave. The purpose of the sick leave pool is to provide additional basic leave days to those employees suffering from a catastrophic accident, illness, or a recurring illness. The sick leave pool coordinates with an employee's long-term disability ("LTD") benefit that may begin after an employee has been absent from work for sixty-five (65) consecutive workdays. After sixty-five (65) consecutive days of absence, the employee is no longer eligible to draw from the sick leave pool. The employee may, however, be eligible for LTD benefits as determined by the School District's LTD carrier.

Section 9. Parental Leave: An employee may be granted a full-time leave of absence without pay for a period of up to twelve (12) months for the purpose of providing care and bonding with their newborn or newly adopted child or children. Written application for such leave must be submitted to the human resources department at least four (4) months prior to the expected commencement of the leave when possible. This notice requirement may be waived in cases of emergency. Any period of parental leave approved under this Article runs concurrently with any applicable period of leave for which the employee is eligible under state and/or federal law. Parental leave may be granted to begin immediately upon the termination of any period of disability resulting from pregnancy and childbirth or the date of placement of an adopted child. By mutual agreement between the School District and employee, parental leave may also be granted to begin before any period of physical disability resulting from the pregnancy. Once a parental leave without pay has commenced, accumulated basic leave pay is no longer available for the remainder of the leave without pay.

An employee may return to work prior to the date designated in the approved parental leave notice only as approved by the School District in its sole discretion. Failure to return to work on the designated date will be considered a voluntary termination of employment unless a leave extension is approved by the School District.

An employee returning from parental leave will be returned to the position held when placed on leave, or if not available, to any other position for which the employee is licensed and qualified as determined by the School District. Any earned and unused basic leave accumulated at the commencement of an employee's parental leave will be credited to the employee upon their return.

An employee on an approved parental leave remains eligible for participation in the School District's health, dental, and life insurance programs via the Consolidated Omnibus Budget Reconciliation Act (COBRA). To continue such coverage, an employee must remit their premium payments directly to the School District's third-party COBRA administrator within the required timelines.

Any period of parental leave approved under this Article runs concurrently with any applicable period of leave for which the employee is eligible under state and/or federal law.

Section 10. Judicial Leave: Employees called upon to serve as a juror in a federal or state

court, or subpoenaed as a witness in a court proceeding, will be granted a leave of absence for the time the employee is required to be at the courthouse. Employees will receive all pay and other benefits that would have accrued had they been working during the period of absence for judicial leave, less any compensation received from court administration.

Section 11. Emergency Closings: In cases of emergency School District closings, an employee may work remotely as approved by the Superintendent.

Section 12. Superintendent's Discretionary Leave: Any circumstance that arises necessitating the absence of an employee not specifically included in any of the sections above may be granted as discretionary leave. This leave must be approved in advance by the Superintendent.

ARTICLE VI Professional Benefits

Section 1. Mileage Reimbursement: Approved mileage for work-related travel outside of the School District is reimbursed at the current IRS mileage rate.

Section 2. Meetings in Pursuit of School District Interests: The School District will reimburse an employee for necessary expenses incurred while attending authorized meetings representing the interests of the School District.

Section 3. Professional Meetings and Leave: The School District will reimburse an employee for necessary expenses incurred for approved attendance at local, state, and national conventions, conferences, workshops, seminars, and institutes.

Section 4. Membership in Professional Organizations: Membership in professional organizations may enhance the employee's ability to exercise educational leadership within the School District. When the School District requests that an employee belong to a professional organization, either for a specific fiscal year or on a continuing basis, the School District will reimburse the employee for all fees paid by the employee.

The School District will pay the membership fees for each employee for a minimum of one (1) approved national organization and a minimum of one (1) approved state organization. An employee's selection of a state or national organization is subject to approval by the Superintendent.

Section 5. Membership in Civic Organizations: The School District will pay all membership and related expenses for local civic organizations where the employee represents the School District. The memberships must be preapproved by the Superintendent.

Section 6. Attendance at Conferences on Weekends: When attending conventions or other professional meetings as requested by the School District, it may be necessary for an employee to attend meetings or travel to or from the meeting site on weekends. As a professional exempt

employee, the employee may be flexible in the employee's workweek when weekend meetings or travel occur.

Section 7. Technology Allowance: An employee is eligible for up to \$400 per year as a technology allowance. In order to receive the allowance of \$400, or a portion thereof, the employee must submit a request for reimbursement and approval from the employee's supervisor. The employee may carryover this allowance, up to a maximum of \$2000. Appropriate use of this allowance may include, but is not limited to, hardware/software for professional use that will mutually benefit the School District and the employee. The technology allowance will not be distributed in salary or payout to an employee.

Section 8. Professional Hazard/Loss Reimbursement: An employee who incurs loss of or damage to personal property as a result of student, employee or parent vandalism may submit a written request for reimbursement to the Superintendent. The School District will consider each request for reimbursement on its own merits. Any reimbursement will be reduced by the amount of any insurance claims and restitution received.

ARTICLE VII Retirement Benefits

Section 1. Tax-Deferred Matching Contribution: Employees may participate in the School District's tax-deferred plan by contributing a portion of their annual base salary to the plan. The annual year for the School District matching contributions is January 1 through December 31. All contributions must be made to a School District approved 403(b) vendor of the employee's choice. The employee is responsible for making all arrangements required with the 403(b) vendor to ensure that proper payment can be made. The School District's contribution is not payable unless the employee authorizes a salary contribution up to the matching amount the employee is eligible to receive. The School District's match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after initial eligibility.

The School District will contribute up to three (3) percent of the employee's annual base salary up to a maximum of \$4,250 on an annual basis towards the School District's 403(b) plan when the contribution is matched by the employee. The School District's contribution will not affect the employee's base salary.

Section 2. Contribution to Health Reimbursement Account ("HRA") for Employees hired on or after August 1, 2013:

- a) The School District makes an annual contribution into an HRA in accordance with Schedule A below for the first ten (10) years of an employee's employment, with a maximum total Employer contribution of up to \$90,000 throughout an employee's career.

- b) The School District's contribution to the HRA for employees hired after August 1, 2013,

does not vest with the employee until the employee has been employed seven (7) consecutive years by the School District. Upon an employee’s departure from the School District, contributions not vested revert back to the School District.

- c) The School District retains control of any HRA contributions on behalf of an employee until those funds have vested. The School District remain responsible to invest any funds and pay associated fees until the funds vest with the employee, at which point those responsibilities are transferred to the employee.
- d) The School District deposits the below noted contribution into the HRA by June 30 of the completed year of service.

Schedule A (Employees hired on or after 8/1/2013)	
Year 1	\$2,500
Year 2	\$2,500
Year 3	\$2,500
Year 4	\$2,500
Year 5	\$5,000
Year 6	\$5,000
Year 7	\$10,000
Year 8	\$15,000
Year 9	\$20,000
Year 10	\$25,000

Section 3. Contribution to Health Reimbursement Account (“HRA”) for Employees hired before August 1, 2013:

- a) The School District makes an annual contribution into an HRA in accordance with Schedule B throughout the first eight (8) years of an employee’s employment, with a possible total School District contribution of up to \$90,000 throughout an employee’s career.
- b) The School District’s contribution to the HRA for the employees hired on or before August 1, 2013, does not vest with the employee until the fifth (5th) year of contribution. Contributions not vested revert back to the School District.
- c) The School District retains control of any HRA on behalf of an employee until those funds have vested. The School District remains responsible to invest any funds and pay any associated fees until the funds vest with the employee, at which point those responsibilities are transferred to the employee.
- d) The School District deposits the below noted contribution into the HRA by June 30 of the completed year of service.

Schedule B (Employees hired before 8/1/2013)		
Year 1	\$5,000	
Year 2	\$5,000	
Year 3	\$5,000	
Year 4	\$5,000	
Year 5	\$10,000	Vested
Year 6	\$15,000	
Year 7	\$20,000	
Year 8	\$25,000	

Section 4. Benefits Continuation for Medical and Dental Insurance: In order to be eligible to continue the benefits defined in this Section, an employee must have met the requirements for insurance continuation under Minnesota law. An employee who meets these eligibility requirements is eligible, upon terminating employment with the School District, to continue to participate in the School District dental and medical insurance at the employee’s expense until the employee reaches Medicare eligibility.

Section 5. Benefit Continuation for Life Insurance: An employee (1) who retires after age fifty-five (55); (2) qualifies for the retirement incentive in Section 6 of this Article; and (3) has worked at least twenty (20) years as an employee in an accredited institution of education, or for other governmental employers, may select one of the following life insurance continuation options:

Option 1: \$50,000 of life insurance through age eighty-nine (89). To qualify for \$50,000 of paid coverage, an employee must have \$50,000 or more in basic life insurance immediately prior to retirement and maintain at least \$50,000 of coverage during retirement at the employee’s expense until age sixty-five (65). When the retiree reaches age sixty-five (65), \$50,000 of coverage will remain in force with no further premiums payable through age eighty-nine (89).

Option 2: The employee may continue any coverage in force until age seventy (70) by continuing to pay the full premium.

Section 6. Early Retirement Payment:

- a) Eligibility. To be eligible for the early retirement payment described below, an employee must (1) be retiring after age fifty (50); (2) have been a full-time employee of the Edina School District for a minimum number of consecutive full years as per the schedules below; (3) not be returning to employment with the School District; and (4) not be discharged for cause, misconduct, inefficiency, incompetence or any other disciplinary reason, as determined by the School District. If an active employee or retiree who qualifies for the early retirement payments dies before applying for or receiving all payments, the amount the employee would have received is paid to the deceased employee’s estate.
- b) Deadline for Application. An application for early retirement payment for retirement on June 30 must be submitted to the human resources department by February 1.

- c) Distribution of Early Retirement Payment. An employee, who is eligible for the early retirement payment, will receive payment in two installments. The first payment will be on the last day of the month the employee retires in an amount equal to two-thirds (2/3) of the early retirement payment amount. The remaining one-third (1/3) will be paid the following January 15. The early retirement payments (early retirement incentive payment and basic leave conversion payment) will be deposited in the employee's 403(b) account.
- d) Calculation of Employee's Daily Rate of Pay. To determine a two-hundred sixty (260) day employee's daily rate of pay when calculating an early retirement payment, the employee's annual base salary is divided by 229 days. If an employee's work year is for fewer than two-hundred sixty (260) days, then the employee's annual base salary is divided by the number of days in the employee's work year.
- e) Calculation of Early Retirement Incentive Payment. An employee will receive an early retirement incentive payment in an amount described below. The daily rate of pay is calculated from the last year of full-time service. The number of days for the early retirement incentive payment calculation is listed below.

Years of Completed Service	Number of Days
7-9 Years	91 days
10+ Years	114 days

- f) Calculation of Basic Leave Conversion Payment. In addition to the early retirement incentive payment, an employee will receive a basic leave conversion for unused basic leave days, in an amount described below. The payment equals the number of accumulated unused basic leave days, not to exceed the maximum number of days in the table below, multiplied by the daily rate of pay for the employee. The number of duty days and the daily rate of pay are calculated from the last year of full-time service.

Years of Completed Service	Maximum Number of Days
7-9 Years	88 days
10-14 Years	92 days
15-19 Years	95 days
20 or More Years	97 days

CABINET-LEVEL EMPLOYMENT AGREEMENT

This Cabinet-Level Employment Agreement (“Agreement”) is entered into by and between Independent School District No. 273 (“District”) and Frances Becquer (“DIRECTOR”). The District and DIRECTOR are collectively referred to as “the parties.”

WHEREAS, the parties desire to enter into an employment agreement governing the terms and conditions of DIRECTOR’s employment with the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, the parties hereby agree as follows:

1. **Term.** This Agreement will take effect on July 1, 2023 and will terminate on June 30, 2024.

2. **Continuing Contract Law.** The parties agree that the Continuing Contract Law, Minnesota Statutes section 122A.40, does not apply to the Director of Achievement Equity and Multilingual Learner Programming position. By signing this Agreement, DIRECTOR knowingly and voluntarily waives any right they may have to claim or assert that the provisions of the Continuing Contract Law apply in any way to the position.

3. **Position.** Subject to the terms of this Agreement, the District hereby agrees to continue to employ DIRECTOR in the position of Director of Achievement Equity and Multilingual Learner Programming for the District, and Employee hereby accepts the District’s offer of such continued employment.

(a) **Exempt Status.** The position of Director of Achievement Equity and Multilingual Learner Programming is a full-time position with exempt status under the Fair Labor Standards Act. A basic duty day will be eight (8) hours in length, but DIRECTOR is expected to work the number of hours necessary to perform her job duties and to meet the professional expectations of the job. In light of the exempt status of this position, additional hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any additional compensation. Beyond the basic duty day, DIRECTOR is expected, and may be required, to attend and participate in meetings and school-sponsored events.

(b) **Number of Duty Days.** This Agreement requires an annual work year of two-hundred sixty (260) duty days. Prompt and regular attendance is an essential function of the position.

(c) **Duties.** DIRECTOR must perform all duties expected of a Director of Achievement Equity and Multilingual Learner Programming diligently, in good faith, and to the best of their ability. In addition, DIRECTOR must perform all duties that are assigned or prescribed by the District regardless of whether such duties are specifically described in this Agreement, in a job description, or in a policy, manual, or handbook. DIRECTOR may not, directly or indirectly, engage or participate in any action or conduct

that conflict in any respect with the interests of the District, nor may DIRECTOR engage or participate in any action or conduct that is inconsistent with their job duties, or the vision, mission and core values of the District. DIRECTOR must perform their duties in a trustworthy, ethical, legal, and diligent manner and must use their best efforts to promote the interests of the District. Finally, DIRECTOR must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District.

(e) **District Rights.** The District's Superintendent has the authority to create and modify a written job description for the Director of Achievement Equity and Multilingual Learner Programming to direct DIRECTOR's job performance; and to oversee and review DIRECTOR's performance. In addition, at any time, the Superintendent may assign new or additional duties to DIRECTOR. The Superintendent may also reassign DIRECTOR at any time to any position for which DIRECTOR is qualified, as determined by the Superintendent.

4. **Salary.** DIRECTOR shall be paid a gross annual salary of one hundred fifty thousand four hundred fifty-three dollars (\$150,453.00), which includes \$4,410.00 in strategic action pay incentive, during the 2023-2024 school year. The District will pay DIRECTOR their gross annual salary in twenty-four (24) roughly equal installments, less applicable withholdings and deductions, in accordance with the District's regular payroll schedule. The District's obligation to make any payments under this Agreement will cease immediately in the event that DIRECTOR resigns or their employment is terminated for any reason. If this Agreement is terminated during the middle of a pay period, the salary paid to DIRECTOR for that period will be prorated and decreased to reflect the number of days actually worked.

5. **Benefits in Accordance with Superintendent's Advisory Council Guidebook.** Employee is eligible for insurance and other benefits in accordance with the Superintendent's Advisory Council Guidebook.

6. **Choice of Law and Severability.** This Agreement will be governed by the laws of the State of Minnesota, regardless of whether any change occurs in DIRECTOR's domicile or status as a resident of Minnesota. If any part of this Agreement is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.

7. **Waiver.** Waiver by either party of any term or condition of this Agreement or any breach will not constitute a waiver of any other term or condition or breach of this Agreement.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the District's employment of DIRECTOR. Neither party has relied upon any oral statements or promises that are not set forth in this document. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or policy. DIRECTOR understands and agrees that any handbooks or policies adopted by the District do not create an express or implied contract between the District and DIRECTOR. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Agreement on the dates shown below. This Agreement shall not become effective unless and until it is approved by the School Board of the District and signed by both parties.

EMPLOYEE

Dated: _____
_____ Frances Becquer

INDEPENDENT SCHOOL DISTRICT NO. 273

Dated: _____
_____ School Board Chair

Dated: _____
_____ School Board Clerk

Independent School District No. 273 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, familial status, sexual orientation, or age.

CABINET-LEVEL EMPLOYMENT AGREEMENT

This Cabinet-Level Employment Agreement (“Agreement”) is entered into by and between Independent School District No. 273 (“District”) and Jody de St. Hubert (“DIRECTOR”). The District and DIRECTOR are collectively referred to as “the parties.”

WHEREAS, the parties desire to enter into an employment agreement governing the terms and conditions of DIRECTOR’s employment with the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, the parties hereby agree as follows:

1. **Term.** This Agreement will take effect on July 1, 2023 and will terminate on June 30, 2024.

2. **Continuing Contract Law.** The parties agree that the Continuing Contract Law, Minnesota Statutes section 122A.40, does not apply to the Director of Teaching and Learning position. By signing this Agreement, DIRECTOR knowingly and voluntarily waives any right they may have to claim or assert that the provisions of the Continuing Contract Law apply in any way to the position.

3. **Position.** Subject to the terms of this Agreement, the District hereby agrees to continue to employ DIRECTOR in the position of Director of Teaching and Learning for the District, and Employee hereby accepts the District’s offer of such continued employment.

(a) **Exempt Status.** The position of Director of Teaching and Learning is a full-time position with exempt status under the Fair Labor Standards Act. A basic duty day will be eight (8) hours in length, but DIRECTOR is expected to work the number of hours necessary to perform her job duties and to meet the professional expectations of the job. In light of the exempt status of this position, additional hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any additional compensation. Beyond the basic duty day, DIRECTOR is expected, and may be required, to attend and participate in meetings and school-sponsored events.

(b) **Number of Duty Days.** This Agreement requires an annual work year of two-hundred sixty (260) duty days. Prompt and regular attendance is an essential function of the position.

(c) **Duties.** DIRECTOR must perform all duties expected of a Director of Teaching and Learning diligently, in good faith, and to the best of their ability. In addition, DIRECTOR must perform all duties that are assigned or prescribed by the District regardless of whether such duties are specifically described in this Agreement, in a job description, or in a policy, manual, or handbook. DIRECTOR may not, directly or indirectly, engage or participate in any action or conduct that conflict in any respect with the interests of the District, nor may DIRECTOR engage or participate in any action or conduct that is inconsistent with their job duties, or the vision, mission and core values of

the District. DIRECTOR must perform their duties in a trustworthy, ethical, legal, and diligent manner and must use their best efforts to promote the interests of the District. Finally, DIRECTOR must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District.

(e) **District Rights.** The District's Superintendent has the authority to create and modify a written job description for the Director of Teaching and Learning to direct DIRECTOR's job performance; and to oversee and review DIRECTOR's performance. In addition, at any time, the Superintendent may assign new or additional duties to DIRECTOR. The Superintendent may also reassign DIRECTOR at any time to any position for which DIRECTOR is qualified, as determined by the Superintendent.

4. **Salary.** DIRECTOR shall be paid a gross annual salary of one hundred sixty-nine thousand six hundred eighty-eight dollars (\$169,688.00), which includes \$4,410.00 in strategic action pay incentive, during the 2023-2024 school year. The District will pay DIRECTOR their gross annual salary in twenty-four (24) roughly equal installments, less applicable withholdings and deductions, in accordance with the District's regular payroll schedule. The District's obligation to make any payments under this Agreement will cease immediately in the event that DIRECTOR resigns or their employment is terminated for any reason. If this Agreement is terminated during the middle of a pay period, the salary paid to DIRECTOR for that period will be prorated and decreased to reflect the number of days actually worked.

5. **Salary Increase for 2022-2023.** DIRECTOR did not receive a salary increase for the 2022-2023 school year and shall therefore be paid a gross lump sum payment of one thousand five hundred eighty-eight dollars and seventy-five cents (\$1,588.75) on the District's August 30, 2023 payroll.

6. **Benefits in Accordance with Superintendent's Advisory Council Guidebook.** Employee is eligible for insurance and other benefits in accordance with the Superintendent's Advisory Council Guidebook.

7. **Choice of Law and Severability.** This Agreement will be governed by the laws of the State of Minnesota, regardless of whether any change occurs in DIRECTOR's domicile or status as a resident of Minnesota. If any part of this Agreement is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.

8. **Waiver.** Waiver by either party of any term or condition of this Agreement or any breach will not constitute a waiver of any other term or condition or breach of this Agreement.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the District's employment of DIRECTOR. Neither party has relied upon any oral statements or promises that are not set forth in this document. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or policy. DIRECTOR understands and agrees that any handbooks or policies adopted by the District do not create an express or implied contract between

the District and DIRECTOR. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Agreement on the dates shown below. This Agreement shall not become effective unless and until it is approved by the School Board of the District and signed by both parties.

EMPLOYEE

Dated: _____
_____ Jody de St. Hubert

INDEPENDENT SCHOOL DISTRICT NO. 273

Dated: _____
_____ School Board Chair

Dated: _____
_____ School Board Clerk

Independent School District No. 273 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, familial status, sexual orientation, or age.

CABINET-LEVEL EMPLOYMENT AGREEMENT

This Cabinet-Level Employment Agreement (“Agreement”) is entered into by and between Independent School District No. 273 (“District”) and Daphne Edwards (“DIRECTOR”). The District and DIRECTOR are collectively referred to as “the parties.”

WHEREAS, the parties desire to enter into an employment agreement governing the terms and conditions of DIRECTOR’s employment with the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, the parties hereby agree as follows:

1. **Term.** This Agreement will take effect on July 1, 2023 and will terminate on June 30, 2024.

2. **Continuing Contract Law.** The parties agree that the Continuing Contract Law, Minnesota Statutes section 122A.40, does not apply to the Director of Marketing and Communications position. By signing this Agreement, DIRECTOR knowingly and voluntarily waives any right they may have to claim or assert that the provisions of the Continuing Contract Law apply in any way to the position.

3. **Position.** Subject to the terms of this Agreement, the District hereby agrees to continue to employ DIRECTOR in the position of Director of Marketing and Communications for the District, and Employee hereby accepts the District’s offer of such continued employment.

(a) **Exempt Status.** The position of Director of Marketing and Communications is a full-time position with exempt status under the Fair Labor Standards Act. A basic duty day will be eight (8) hours in length, but DIRECTOR is expected to work the number of hours necessary to perform her job duties and to meet the professional expectations of the job. In light of the exempt status of this position, additional hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any additional compensation. Beyond the basic duty day, DIRECTOR is expected, and may be required, to attend and participate in meetings and school-sponsored events.

(b) **Number of Duty Days.** This Agreement requires an annual work year of two-hundred sixty (260) duty days. Prompt and regular attendance is an essential function of the position.

(c) **Duties.** DIRECTOR must perform all duties expected of a Director of Marketing and Communications diligently, in good faith, and to the best of their ability. In addition, DIRECTOR must perform all duties that are assigned or prescribed by the District regardless of whether such duties are specifically described in this Agreement, in a job description, or in a policy, manual, or handbook. DIRECTOR may not, directly or indirectly, engage or participate in any action or conduct that conflict in any respect with the interests of the District, nor may DIRECTOR engage or participate in any action or conduct that is inconsistent with their job duties, or the vision, mission and core values of

the District. DIRECTOR must perform their duties in a trustworthy, ethical, legal, and diligent manner and must use their best efforts to promote the interests of the District. Finally, DIRECTOR must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District.

(e) **District Rights.** The District's Superintendent has the authority to create and modify a written job description for the Director of Marketing and Communications to direct DIRECTOR's job performance; and to oversee and review DIRECTOR's performance. In addition, at any time, the Superintendent may assign new or additional duties to DIRECTOR. The Superintendent may also reassign DIRECTOR at any time to any position for which DIRECTOR is qualified, as determined by the Superintendent.

4. **Salary.** DIRECTOR shall be paid a gross annual salary of one hundred thirty-nine thousand eight hundred twenty-four dollars (\$139,824.00), which includes \$4,410.00 in strategic action pay incentive, during the 2023-2024 school year. The District will pay DIRECTOR their gross annual salary in twenty-four (24) roughly equal installments, less applicable withholdings and deductions, in accordance with the District's regular payroll schedule. The District's obligation to make any payments under this Agreement will cease immediately in the event that DIRECTOR resigns or their employment is terminated for any reason. If this Agreement is terminated during the middle of a pay period, the salary paid to DIRECTOR for that period will be prorated and decreased to reflect the number of days actually worked.

5. **Salary Increase for 2022-2023.** DIRECTOR did not receive a salary increase for the 2022-2023 school year and shall therefore be paid a gross lump sum payment of one thousand three hundred one dollars and sixty-eight cents (\$1,301.68) on the District's August 30, 2023 payroll.

6. **Benefits in Accordance with Superintendent's Advisory Council Guidebook.** Employee is eligible for insurance and other benefits in accordance with the Superintendent's Advisory Council Guidebook.

7. **Choice of Law and Severability.** This Agreement will be governed by the laws of the State of Minnesota, regardless of whether any change occurs in DIRECTOR's domicile or status as a resident of Minnesota. If any part of this Agreement is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.

8. **Waiver.** Waiver by either party of any term or condition of this Agreement or any breach will not constitute a waiver of any other term or condition or breach of this Agreement.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the District's employment of DIRECTOR. Neither party has relied upon any oral statements or promises that are not set forth in this document. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or policy. DIRECTOR understands and agrees that any handbooks or policies adopted by the District do not create an express or implied contract between

the District and DIRECTOR. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Agreement on the dates shown below. This Agreement shall not become effective unless and until it is approved by the School Board of the District and signed by both parties.

EMPLOYEE

Dated: _____
Daphne Edwards

INDEPENDENT SCHOOL DISTRICT NO. 273

Dated: _____
School Board Chair

Dated: _____
School Board Clerk

Independent School District No. 273 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, familial status, sexual orientation, or age.

CABINET-LEVEL EMPLOYMENT AGREEMENT

This Cabinet-Level Employment Agreement (“Agreement”) is entered into by and between Independent School District No. 273 (“District”) and Anne Marie Leland (“DIRECTOR”). The District and DIRECTOR are collectively referred to as “the parties.”

WHEREAS, the parties desire to enter into an employment agreement governing the terms and conditions of DIRECTOR’s employment with the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, the parties hereby agree as follows:

1. **Term.** This Agreement will take effect on July 1, 2023 and will terminate on June 30, 2024.

2. **Continuing Contract Law.** The parties agree that DIRECTOR meets the requirements of the continuing contract law under Minnesota Statutes Section 122A.40.

3. **Position.** Subject to the terms of this Agreement, the District hereby agrees to continue to employ DIRECTOR in the position of Director of Community Education and Strategic Partnerships for the District, and Employee hereby accepts the District’s offer of such continued employment.

(a) **Exempt Status.** The position of Director of Community Education and Strategic Partnerships is a full-time position with exempt status under the Fair Labor Standards Act. A basic duty day will be eight (8) hours in length, but DIRECTOR is expected to work the number of hours necessary to perform her job duties and to meet the professional expectations of the job. In light of the exempt status of this position, additional hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any additional compensation. Beyond the basic duty day, DIRECTOR is expected, and may be required, to attend and participate in meetings and school-sponsored events.

(b) **License Required.** Throughout the term of this Agreement, DIRECTOR must maintain a valid license as a Director of Community Education in the State of Minnesota. The failure to maintain a valid license constitutes just cause for immediate termination of this Agreement and discharge from employment.

(c) **Number of Duty Days.** This Agreement requires an annual work year of two-hundred sixty (260) duty days. Prompt and regular attendance is an essential function of the position.

(d) **Duties.** DIRECTOR must perform all duties expected of a Director of Community Education and Strategic Partnerships diligently, in good faith, and to the best of her ability. In addition, DIRECTOR must perform all duties that are assigned or prescribed by the District regardless of whether such duties are specifically described in this Agreement, in a job description, or in a policy, manual, or handbook. DIRECTOR may not, directly or

indirectly, engage or participate in any action or conduct that conflict in any respect with the interests of the District, nor may DIRECTOR engage or participate in any action or conduct that is inconsistent with her job duties, or the vision, mission and core values of the District. DIRECTOR must perform her duties in a trustworthy, ethical, legal, and diligent manner and must use her best efforts to promote the interests of the District. Finally, DIRECTOR must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District.

(e) **District Rights.** The District's Superintendent has the authority to create and modify a written job description for the Director of Community Education and Strategic Partnerships to direct DIRECTOR's job performance; and to oversee and review DIRECTOR's performance. In addition, at any time, the Superintendent may assign new or additional duties to DIRECTOR. The Superintendent may also reassign DIRECTOR at any time to any administrative position for which DIRECTOR is qualified, as determined by the Superintendent.

4. **Salary.** DIRECTOR shall be paid a gross annual salary of one hundred fifty-five thousand nine hundred twenty-three dollars (\$155,923.00), which includes \$4,410.00 in strategic action pay incentive, during the 2023-2024 school year. The District will pay DIRECTOR her gross annual salary in twenty-four (24) roughly equal installments, less applicable withholdings and deductions, in accordance with the District's regular payroll schedule. The District's obligation to make any payments under this Agreement will cease immediately in the event that DIRECTOR resigns or her employment is terminated for any reason. If this Agreement is terminated during the middle of a pay period, the salary paid to DIRECTOR for that period will be prorated and decreased to reflect the number of days actually worked.

5. **Salary Increase for 2022-2023.** DIRECTOR did not receive a salary increase for the 2022-2023 school year and shall therefore be paid a gross lump sum payment of one thousand four hundred fifty-six dollars and forty-four cents (\$1,456.44) on the District's August 30, 2023 payroll.

6. **Benefits in Accordance with Superintendent's Advisory Council Guidebook.** Employee is eligible for insurance and other benefits in accordance with the Superintendent's Advisory Council Guidebook.

7. **Choice of Law and Severability.** This Agreement will be governed by the laws of the State of Minnesota, regardless of whether any change occurs in DIRECTOR's domicile or status as a resident of Minnesota. If any part of this Agreement is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.

8. **Waiver.** Waiver by either party of any term or condition of this Agreement or any breach will not constitute a waiver of any other term or condition or breach of this Agreement.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the District's employment of DIRECTOR. Neither party has relied upon any oral statements or promises that are not set forth in this document. The terms of this Agreement are

contractual and supersede any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or policy. DIRECTOR understands and agrees that any handbooks or policies adopted by the District do not create an express or implied contract between the District and DIRECTOR. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Agreement on the dates shown below. This Agreement shall not become effective unless and until it is approved by the School Board of the District and signed by both parties.

EMPLOYEE

Dated: _____
Anne Marie Leland

INDEPENDENT SCHOOL DISTRICT NO. 273

Dated: _____
School Board Chair

Dated: _____
School Board Clerk

Independent School District No. 273 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, familial status, sexual orientation, or age.

CABINET-LEVEL EMPLOYMENT AGREEMENT

This Cabinet-Level Employment Agreement (“Agreement”) is entered into by and between Independent School District No. 273 (“District”) and Natasha Monsaas-Daly (“DIRECTOR”). The District and DIRECTOR are collectively referred to as “the parties.”

WHEREAS, the parties desire to enter into an employment agreement governing the terms and conditions of DIRECTOR’s employment with the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, the parties hereby agree as follows:

1. **Term.** This Agreement will take effect on July 1, 2023 and will terminate on June 30, 2024.

2. **Continuing Contract Law.** The parties agree that the Continuing Contract Law, Minnesota Statutes section 122A.40, does not apply to the Director of Media and Technology Services position. By signing this Agreement, DIRECTOR knowingly and voluntarily waives any right they may have to claim or assert that the provisions of the Continuing Contract Law apply in any way to the position.

3. **Position.** Subject to the terms of this Agreement, the District hereby agrees to continue to employ DIRECTOR in the position of Director of Media and Technology Services for the District, and Employee hereby accepts the District’s offer of such continued employment.

(a) **Exempt Status.** The position of Director of Media and Technology Services is a full-time position with exempt status under the Fair Labor Standards Act. A basic duty day will be eight (8) hours in length, but DIRECTOR is expected to work the number of hours necessary to perform her job duties and to meet the professional expectations of the job. In light of the exempt status of this position, additional hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any additional compensation. Beyond the basic duty day, DIRECTOR is expected, and may be required, to attend and participate in meetings and school-sponsored events.

(b) **Number of Duty Days.** This Agreement requires an annual work year of two-hundred sixty (260) duty days. Prompt and regular attendance is an essential function of the position.

(c) **Duties.** DIRECTOR must perform all duties expected of a Director of Media and Technology Services diligently, in good faith, and to the best of their ability. In addition, DIRECTOR must perform all duties that are assigned or prescribed by the District regardless of whether such duties are specifically described in this Agreement, in a job description, or in a policy, manual, or handbook. DIRECTOR may not, directly or indirectly, engage or participate in any action or conduct that conflict in any respect with the interests of the District, nor may DIRECTOR engage or participate in any action or conduct that is inconsistent with their job duties, or the vision, mission and core values of

the District. DIRECTOR must perform their duties in a trustworthy, ethical, legal, and diligent manner and must use their best efforts to promote the interests of the District. Finally, DIRECTOR must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District.

(e) **District Rights.** The District's Superintendent has the authority to create and modify a written job description for the Director of Media and Technology Services to direct DIRECTOR's job performance; and to oversee and review DIRECTOR's performance. In addition, at any time, the Superintendent may assign new or additional duties to DIRECTOR. The Superintendent may also reassign DIRECTOR at any time to any position for which DIRECTOR is qualified, as determined by the Superintendent.

4. **Salary.** DIRECTOR shall be paid a gross annual salary of one hundred forty-six thousand eight hundred twenty-one dollars (\$146,821.00), which includes \$4,410.00 in strategic action pay incentive, during the 2023-2024 school year. The District will pay DIRECTOR their gross annual salary in twenty-four (24) roughly equal installments, less applicable withholdings and deductions, in accordance with the District's regular payroll schedule. The District's obligation to make any payments under this Agreement will cease immediately in the event that DIRECTOR resigns or their employment is terminated for any reason. If this Agreement is terminated during the middle of a pay period, the salary paid to DIRECTOR for that period will be prorated and decreased to reflect the number of days actually worked.

5. **Salary Increase for 2022-2023.** DIRECTOR did not receive a salary increase for the 2022-2023 school year and shall therefore be paid a gross lump sum payment of one thousand three hundred sixty-eight dollars and ninety-four cents (\$1,368.94) on the District's August 30, 2023 payroll.

6. **Benefits in Accordance with Superintendent's Advisory Council Guidebook.** Employee is eligible for insurance and other benefits in accordance with the Superintendent's Advisory Council Guidebook.

7. **Choice of Law and Severability.** This Agreement will be governed by the laws of the State of Minnesota, regardless of whether any change occurs in DIRECTOR's domicile or status as a resident of Minnesota. If any part of this Agreement is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.

8. **Waiver.** Waiver by either party of any term or condition of this Agreement or any breach will not constitute a waiver of any other term or condition or breach of this Agreement.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the District's employment of DIRECTOR. Neither party has relied upon any oral statements or promises that are not set forth in this document. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or policy. DIRECTOR understands and agrees that any handbooks or policies adopted by the District do not create an express or implied contract between

the District and DIRECTOR. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Agreement on the dates shown below. This Agreement shall not become effective unless and until it is approved by the School Board of the District and signed by both parties.

EMPLOYEE

Dated: _____
Natasha Monsaas-Daly

INDEPENDENT SCHOOL DISTRICT NO. 273

Dated: _____
School Board Chair

Dated: _____
School Board Clerk

Independent School District No. 273 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, familial status, sexual orientation, or age.

CABINET-LEVEL EMPLOYMENT AGREEMENT

This Cabinet-Level Employment Agreement (“Agreement”) is entered into by and between Independent School District No. 273 (“District”) and Jody Remsing (“DIRECTOR”). The District and DIRECTOR are collectively referred to as “the parties.”

WHEREAS, the parties desire to enter into an employment agreement governing the terms and conditions of DIRECTOR’s employment with the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, the parties hereby agree as follows:

1. **Term.** This Agreement will take effect on July 1, 2023 and will terminate on June 30, 2024.

2. **Continuing Contract Law.** The parties agree that DIRECTOR meets the requirements of the continuing contract law under Minnesota Statutes Section 122A.40.

3. **Position.** Subject to the terms of this Agreement, the District hereby agrees to continue to employ DIRECTOR in the position of Director of Student Support Services for the District, and Employee hereby accepts the District’s offer of such continued employment.

(a) **Exempt Status.** The position of Director of Student Support Services is a full-time position with exempt status under the Fair Labor Standards Act. A basic duty day will be eight (8) hours in length, but DIRECTOR is expected to work the number of hours necessary to perform her job duties and to meet the professional expectations of the job. In light of the exempt status of this position, additional hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any additional compensation. Beyond the basic duty day, DIRECTOR is expected, and may be required, to attend and participate in meetings and school-sponsored events.

(b) **License Required.** Throughout the term of this Agreement, DIRECTOR must maintain a valid license as a Director of Special Education in the State of Minnesota. The failure to maintain a valid license constitutes just cause for immediate termination of this Agreement and discharge from employment.

(c) **Number of Duty Days.** This Agreement requires an annual work year of two-hundred sixty (260) duty days. Prompt and regular attendance is an essential function of the position.

(d) **Duties.** DIRECTOR must perform all duties expected of a Director of Student Support Services diligently, in good faith, and to the best of her ability. In addition, DIRECTOR must perform all duties that are assigned or prescribed by the District regardless of whether such duties are specifically described in this Agreement, in a job description, or in a policy, manual, or handbook. DIRECTOR may not, directly or indirectly, engage or participate in any action or conduct that conflict in any respect with

the interests of the District, nor may DIRECTOR engage or participate in any action or conduct that is inconsistent with her job duties, or the vision, mission and core values of the District. DIRECTOR must perform her duties in a trustworthy, ethical, legal, and diligent manner and must use her best efforts to promote the interests of the District. Finally, DIRECTOR must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District.

(e) **District Rights.** The District's Superintendent has the authority to create and modify a written job description for the Director of Student Support Services to direct DIRECTOR's job performance; and to oversee and review DIRECTOR's performance. In addition, at any time, the Superintendent may assign new or additional duties to DIRECTOR. The Superintendent may also reassign DIRECTOR at any time to any administrative position for which DIRECTOR is qualified, as determined by the Superintendent.

4. **Salary.** DIRECTOR shall be paid a gross annual salary of one hundred eighty-one thousand eighty-nine dollars (\$181,089.00), which includes \$4,410.00 in strategic action pay incentive, during the 2023-2024 school year. The District will pay DIRECTOR her gross annual salary in twenty-four (24) roughly equal installments, less applicable withholdings and deductions, in accordance with the District's regular payroll schedule. The District's obligation to make any payments under this Agreement will cease immediately in the event that DIRECTOR resigns or her employment is terminated for any reason. If this Agreement is terminated during the middle of a pay period, the salary paid to DIRECTOR for that period will be prorated and decreased to reflect the number of days actually worked.

5. **Salary Increase for 2022-2023.** DIRECTOR did not receive a salary increase for the 2022-2023 school year and shall therefore be paid a gross lump sum payment of one thousand seven hundred fifteen dollars (\$1,715.00) on the District's August 30, 2023 payroll.

6. **Benefits in Accordance with Superintendent's Advisory Council Guidebook.** Employee is eligible for insurance and other benefits in accordance with the Superintendent's Advisory Council Guidebook.

7. **Choice of Law and Severability.** This Agreement will be governed by the laws of the State of Minnesota, regardless of whether any change occurs in DIRECTOR's domicile or status as a resident of Minnesota. If any part of this Agreement is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.

8. **Waiver.** Waiver by either party of any term or condition of this Agreement or any breach will not constitute a waiver of any other term or condition or breach of this Agreement.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the District's employment of DIRECTOR. Neither party has relied upon any oral statements or promises that are not set forth in this document. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties and any inconsistent

provisions in any employee handbook or policy. DIRECTOR understands and agrees that any handbooks or policies adopted by the District do not create an express or implied contract between the District and DIRECTOR. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Agreement on the dates shown below. This Agreement shall not become effective unless and until it is approved by the School Board of the District and signed by both parties.

EMPLOYEE

Dated: _____
_____ Jody Remsing

INDEPENDENT SCHOOL DISTRICT NO. 273

Dated: _____
_____ School Board Chair

Dated: _____
_____ School Board Clerk

Independent School District No. 273 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, familial status, sexual orientation, or age.

CABINET-LEVEL EMPLOYMENT AGREEMENT

This Cabinet-Level Employment Agreement (“Agreement”) is entered into by and between Independent School District No. 273 (“District”) and Sonya Sailer (“DIRECTOR”). The District and DIRECTOR are collectively referred to as “the parties.”

WHEREAS, the parties desire to enter into an employment agreement governing the terms and conditions of DIRECTOR’s employment with the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, the parties hereby agree as follows:

1. **Term.** This Agreement will take effect on July 1, 2023 and will terminate on June 30, 2024.

2. **Continuing Contract Law.** The parties agree that the Continuing Contract Law, Minnesota Statutes section 122A.40, does not apply to the Director of Human Resources position. By signing this Agreement, DIRECTOR knowingly and voluntarily waives any right they may have to claim or assert that the provisions of the Continuing Contract Law apply in any way to the position.

3. **Position.** Subject to the terms of this Agreement, the District hereby agrees to continue to employ DIRECTOR in the position of Director of Human Resources for the District, and Employee hereby accepts the District’s offer of such continued employment.

(a) **Exempt Status.** The position of Director of Human Resources is a full-time position with exempt status under the Fair Labor Standards Act. A basic duty day will be eight (8) hours in length, but DIRECTOR is expected to work the number of hours necessary to perform her job duties and to meet the professional expectations of the job. In light of the exempt status of this position, additional hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any additional compensation. Beyond the basic duty day, DIRECTOR is expected, and may be required, to attend and participate in meetings and school-sponsored events.

(b) **Number of Duty Days.** This Agreement requires an annual work year of two-hundred sixty (260) duty days. Prompt and regular attendance is an essential function of the position.

(c) **Duties.** DIRECTOR must perform all duties expected of a Director of Human Resources diligently, in good faith, and to the best of their ability. In addition, DIRECTOR must perform all duties that are assigned or prescribed by the District regardless of whether such duties are specifically described in this Agreement, in a job description, or in a policy, manual, or handbook. DIRECTOR may not, directly or indirectly, engage or participate in any action or conduct that conflict in any respect with the interests of the District, nor may DIRECTOR engage or participate in any action or conduct that is inconsistent with their job duties, or the vision, mission and core values of the District. DIRECTOR must perform

their duties in a trustworthy, ethical, legal, and diligent manner and must use their best efforts to promote the interests of the District. Finally, DIRECTOR must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District.

(e) **District Rights.** The District's Superintendent has the authority to create and modify a written job description for the Director of Human Resources to direct DIRECTOR's job performance; and to oversee and review DIRECTOR's performance. In addition, at any time, the Superintendent may assign new or additional duties to DIRECTOR. The Superintendent may also reassign DIRECTOR at any time to any position for which DIRECTOR is qualified, as determined by the Superintendent.

4. **Salary.** DIRECTOR shall be paid a gross annual salary of one hundred eighty-eight thousand eight hundred eighty-one dollars (\$188,881.00), which includes \$4,410.00 in strategic action pay incentive, during the 2023-2024 school year. The District will pay DIRECTOR their gross annual salary in twenty-four (24) roughly equal installments, less applicable withholdings and deductions, in accordance with the District's regular payroll schedule. The District's obligation to make any payments under this Agreement will cease immediately in the event that DIRECTOR resigns or their employment is terminated for any reason. If this Agreement is terminated during the middle of a pay period, the salary paid to DIRECTOR for that period will be prorated and decreased to reflect the number of days actually worked.

5. **Salary Increase for 2022-2023.** DIRECTOR did not receive a salary increase for the 2022-2023 school year and shall therefore be paid a gross lump sum payment of one thousand seven hundred seventy-three dollars and twenty-five cents (\$1,773.25) on the District's August 30, 2023 payroll.

6. **Benefits in Accordance with Superintendent's Advisory Council Guidebook.** Employee is eligible for insurance and other benefits in accordance with the Superintendent's Advisory Council Guidebook.

7. **Choice of Law and Severability.** This Agreement will be governed by the laws of the State of Minnesota, regardless of whether any change occurs in DIRECTOR's domicile or status as a resident of Minnesota. If any part of this Agreement is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.

8. **Waiver.** Waiver by either party of any term or condition of this Agreement or any breach will not constitute a waiver of any other term or condition or breach of this Agreement.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the District's employment of DIRECTOR. Neither party has relied upon any oral statements or promises that are not set forth in this document. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or policy. DIRECTOR understands and agrees that any handbooks or policies adopted by the District do not create an express or implied contract between

the District and DIRECTOR. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Agreement on the dates shown below. This Agreement shall not become effective unless and until it is approved by the School Board of the District and signed by both parties.

EMPLOYEE

Dated: _____
_____ Sonya Sailer

INDEPENDENT SCHOOL DISTRICT NO. 273

Dated: _____
_____ School Board Chair

Dated: _____
_____ School Board Clerk

Independent School District No. 273 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, familial status, sexual orientation, or age.

CABINET-LEVEL EMPLOYMENT AGREEMENT

This Cabinet-Level Employment Agreement (“Agreement”) is entered into by and between Independent School District No. 273 (“District”) and Randal Smasal (“ASSISTANT SUPERINTENDENT”). The District and ASSISTANT SUPERINTENDENT are collectively referred to as “the parties.”

WHEREAS, the parties desire to enter into an employment agreement governing the terms and conditions of ASSISTANT SUPERINTENDENT’s employment with the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, the parties hereby agree as follows:

1. **Term.** This Agreement will take effect on July 1, 2023 and will terminate on June 30, 2024.

2. **Continuing Contract Law.** The parties agree that the Continuing Contract Law, Minnesota Statutes section 122A.40, does not apply to the ASSISTANT SUPERINTENDENT position. By signing this Agreement, ASSISTANT SUPERINTENDENT knowingly and voluntarily waives any right they may have to claim or assert that the provisions of the Continuing Contract Law apply in any way to the position.

3. **Position.** Subject to the terms of this Agreement, the District hereby agrees to continue to employ ASSISTANT SUPERINTENDENT in the position of ASSISTANT SUPERINTENDENT for the District, and Employee hereby accepts the District’s offer of such continued employment.

(a) **Exempt Status.** The position of ASSISTANT SUPERINTENDENT is a full-time position with exempt status under the Fair Labor Standards Act. A basic duty day will be eight (8) hours in length, but ASSISTANT SUPERINTENDENT is expected to work the number of hours necessary to perform her job duties and to meet the professional expectations of the job. In light of the exempt status of this position, additional hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any additional compensation. Beyond the basic duty day, ASSISTANT SUPERINTENDENT is expected, and may be required, to attend and participate in meetings and school-sponsored events.

(b) **Number of Duty Days.** This Agreement requires an annual work year of two-hundred sixty (260) duty days. Prompt and regular attendance is an essential function of the position.

(c) **Duties.** ASSISTANT SUPERINTENDENT must perform all duties expected of a ASSISTANT SUPERINTENDENT diligently, in good faith, and to the best of their ability. In addition, ASSISTANT SUPERINTENDENT must perform all duties that are assigned or prescribed by the District regardless of whether such duties are specifically described in this Agreement, in a job description, or in a policy, manual, or handbook. ASSISTANT SUPERINTENDENT may not, directly or indirectly, engage or participate in any action or

conduct that conflict in any respect with the interests of the District, nor may ASSISTANT SUPERINTENDENT engage or participate in any action or conduct that is inconsistent with their job duties, or the vision, mission and core values of the District. ASSISTANT SUPERINTENDENT must perform their duties in a trustworthy, ethical, legal, and diligent manner and must use their best efforts to promote the interests of the District. Finally, ASSISTANT SUPERINTENDENT must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District.

(e) **District Rights.** The District's Superintendent has the authority to create and modify a written job description for the ASSISTANT SUPERINTENDENT to direct ASSISTANT SUPERINTENDENT's job performance; and to oversee and review ASSISTANT SUPERINTENDENT's performance. In addition, at any time, the Superintendent may assign new or additional duties to ASSISTANT SUPERINTENDENT. The Superintendent may also reassign ASSISTANT SUPERINTENDENT at any time to any position for which ASSISTANT SUPERINTENDENT is qualified, as determined by the Superintendent.

4. **Salary.** ASSISTANT SUPERINTENDENT shall be paid a gross annual salary of one hundred ninety-four thousand seven hundred forty-six dollars (\$194,746.00), which includes \$4,410.00 in strategic action pay incentive, during the 2023-2024 school year. The District will pay ASSISTANT SUPERINTENDENT their gross annual salary in twenty-four (24) roughly equal installments, less applicable withholdings and deductions, in accordance with the District's regular payroll schedule. The District's obligation to make any payments under this Agreement will cease immediately in the event that ASSISTANT SUPERINTENDENT resigns or their employment is terminated for any reason. If this Agreement is terminated during the middle of a pay period, the salary paid to ASSISTANT SUPERINTENDENT for that period will be prorated and decreased to reflect the number of days actually worked.

5. **Salary Increase for 2022-2023.** ASSISTANT SUPERINTENDENT did not receive a salary increase for the 2022-2023 school year and shall therefore be paid a gross lump sum payment of one thousand eight hundred twenty-nine dollars and sixty-three cents (\$1,829.63) on the District's August 30, 2023 payroll.

6. **Benefits in Accordance with Superintendent's Advisory Council Guidebook.** Employee is eligible for insurance and other benefits in accordance with the Superintendent's Advisory Council Guidebook.

7. **Choice of Law and Severability.** This Agreement will be governed by the laws of the State of Minnesota, regardless of whether any change occurs in ASSISTANT SUPERINTENDENT's domicile or status as a resident of Minnesota. If any part of this Agreement is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.

8. **Waiver.** Waiver by either party of any term or condition of this Agreement or any breach will not constitute a waiver of any other term or condition or breach of this Agreement.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the District's employment of ASSISTANT SUPERINTENDENT. Neither party has relied upon any oral statements or promises that are not set forth in this document. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or policy. ASSISTANT SUPERINTENDENT understands and agrees that any handbooks or policies adopted by the District do not create an express or implied contract between the District and ASSISTANT SUPERINTENDENT. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Agreement on the dates shown below. This Agreement shall not become effective unless and until it is approved by the School Board of the District and signed by both parties.

EMPLOYEE

Dated: _____
Randal Smasal

INDEPENDENT SCHOOL DISTRICT NO. 273

Dated: _____
School Board Chair

Dated: _____
School Board Clerk

Independent School District No. 273 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, familial status, sexual orientation, or age.

CABINET-LEVEL EMPLOYMENT AGREEMENT

This Cabinet-Level Employment Agreement (“Agreement”) is entered into by and between Independent School District No. 273 (“District”) and Mert Woodard (“DIRECTOR”). The District and DIRECTOR are collectively referred to as “the parties.”

WHEREAS, the parties desire to enter into an employment agreement governing the terms and conditions of DIRECTOR’s employment with the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, the parties hereby agree as follows:

1. **Term.** This Agreement will take effect on July 1, 2023 and will terminate on June 30, 2024.

2. **Continuing Contract Law.** The parties agree that the Continuing Contract Law, Minnesota Statutes section 122A.40, does not apply to the Director of Finance and Operations position. By signing this Agreement, DIRECTOR knowingly and voluntarily waives any right they may have to claim or assert that the provisions of the Continuing Contract Law apply in any way to the position.

3. **Position.** Subject to the terms of this Agreement, the District hereby agrees to continue to employ DIRECTOR in the position of Director of Finance and Operations for the District, and Employee hereby accepts the District’s offer of such continued employment.

(a) **Exempt Status.** The position of Director of Finance and Operations is a full-time position with exempt status under the Fair Labor Standards Act. A basic duty day will be eight (8) hours in length, but DIRECTOR is expected to work the number of hours necessary to perform her job duties and to meet the professional expectations of the job. In light of the exempt status of this position, additional hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any additional compensation. Beyond the basic duty day, DIRECTOR is expected, and may be required, to attend and participate in meetings and school-sponsored events.

(b) **Number of Duty Days.** This Agreement requires an annual work year of two-hundred sixty (260) duty days. Prompt and regular attendance is an essential function of the position.

(c) **Duties.** DIRECTOR must perform all duties expected of a Director of Finance and Operations diligently, in good faith, and to the best of their ability. In addition, DIRECTOR must perform all duties that are assigned or prescribed by the District regardless of whether such duties are specifically described in this Agreement, in a job description, or in a policy, manual, or handbook. DIRECTOR may not, directly or indirectly, engage or participate in any action or conduct that conflict in any respect with the interests of the District, nor may DIRECTOR engage or participate in any action or conduct that is inconsistent with their job duties, or the vision, mission and core values of

the District. DIRECTOR must perform their duties in a trustworthy, ethical, legal, and diligent manner and must use their best efforts to promote the interests of the District. Finally, DIRECTOR must comply with all applicable federal and state laws and with all rules, regulations, and policies established by the District.

(e) **District Rights.** The District's Superintendent has the authority to create and modify a written job description for the Director of Finance and Operations to direct DIRECTOR's job performance; and to oversee and review DIRECTOR's performance. In addition, at any time, the Superintendent may assign new or additional duties to DIRECTOR. The Superintendent may also reassign DIRECTOR at any time to any position for which DIRECTOR is qualified, as determined by the Superintendent.

4. **Salary.** DIRECTOR shall be paid a gross annual salary of one hundred eighty-eight thousand eight hundred eighty-one dollars (\$188,881.00), which includes \$4,410.00 in strategic action pay incentive, during the 2023-2024 school year. The District will pay DIRECTOR their gross annual salary in twenty-four (24) roughly equal installments, less applicable withholdings and deductions, in accordance with the District's regular payroll schedule. The District's obligation to make any payments under this Agreement will cease immediately in the event that DIRECTOR resigns or their employment is terminated for any reason. If this Agreement is terminated during the middle of a pay period, the salary paid to DIRECTOR for that period will be prorated and decreased to reflect the number of days actually worked.

5. **Salary Increase for 2022-2023.** DIRECTOR did not receive a salary increase for the 2022-2023 school year and shall therefore be paid a gross lump sum payment of one thousand seven hundred seventy-three dollars and twenty-five cents (\$1,773.25) on the District's August 30, 2023 payroll.

6. **Benefits in Accordance with Superintendent's Advisory Council Guidebook.** Employee is eligible for insurance and other benefits in accordance with the Superintendent's Advisory Council Guidebook.

7. **Choice of Law and Severability.** This Agreement will be governed by the laws of the State of Minnesota, regardless of whether any change occurs in DIRECTOR's domicile or status as a resident of Minnesota. If any part of this Agreement is construed to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.

8. **Waiver.** Waiver by either party of any term or condition of this Agreement or any breach will not constitute a waiver of any other term or condition or breach of this Agreement.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the District's employment of DIRECTOR. Neither party has relied upon any oral statements or promises that are not set forth in this document. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or policy. DIRECTOR understands and agrees that any handbooks or policies adopted by the District do not create an express or implied contract between

the District and DIRECTOR. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Agreement on the dates shown below. This Agreement shall not become effective unless and until it is approved by the School Board of the District and signed by both parties.

EMPLOYEE

Dated: _____
Mert Woodard

INDEPENDENT SCHOOL DISTRICT NO. 273

Dated: _____
School Board Chair

Dated: _____
School Board Clerk

Independent School District No. 273 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, familial status, sexual orientation, or age.

IV.F. Check Register - July 2023



Board Meeting Date: 8/14/2023

Title: Check Register – July 2023

Type: Consent

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

Description: Presented for approval by the Board of Education are monthly disbursement totals, by fund, for the month of July 2023:

<u>Fund</u>	<u>Amount</u>
General	\$5,539,121
Food Service	8,833
Community Services	232,859
Building Construction	4,093,255
Debt Service	1,662
Total	\$9,875,730

Recommendation: Approve the disbursements as presented for the month of July 2023.

Desired Outcomes from the Board: Compliance with Minn. Stat. § 123B.02 Subd. 18

Attachments:

1. Check Register – July 2023

Check Register

FOR THE MONTH ENDED JULY 31, 2023

Check No.	Vendor	Description	Date	Amount
393699	CORVAL CONSTRUCTORS	EHS MECHANICAL 23-B	07/25/23	859,778.50
393676	MN PEIP	CURRENT TEACHERS	07/19/23	757,842.57
393779	M.I.S.T.	PROPERTY POLICY FY24	07/26/23	752,230.85
393740	NORTHLAND CONCRETE	CS 2023 ADDITION 03	07/25/23	599,345.50
393801	COMMERCIAL ROOFING	ECC 2023 REROOFING	07/31/23	470,743.05
393559	CORVAL CONSTRUCTORS	EHS MECHANICAL 23-B	07/13/23	455,734.00
393670	HEALTHPARTNERS INSU	CURRENT EMPLOYEES	07/19/23	375,237.69
393738	NEW LOOK CONTRACTIN	CS 2023 ADDITION 31	07/25/23	329,937.42
393752	ST CLOUD REFRIGERAT	CS 2023 ADDITION 23	07/25/23	261,491.59
393506	CDW GOVERNMENT	23-24 AUDIO BEAMS R	07/12/23	196,389.44
393537	A.J. MOORE ELECTRIC	EHS MECHANICAL 26-A	07/13/23	186,820.35
393706	ERICKSON ELECTRIC C	CS 2023 ADDITION 26	07/25/23	167,200.00
393551	BUILDING RESTORATIO	VV 2023 EXTERIOR WA	07/13/23	153,771.75
393611	METRO TRANSPORTATIO	MAY23 SPED TRANSPOR	07/13/23	143,553.28
393705	ENVISION GLASS INC	CS 2023 ADDITION 08	07/25/23	130,805.50
393755	TIM'S CONSTRUCTION	CS 2023 ADDITION 09	07/25/23	126,778.45
393701	CRAWFORD DOOR SALES	CS 2023 ADDITION 08	07/25/23	121,315.00
393723	KRAUS-ANDERSON CONS	EHS LTFM UPGRADE SI	07/25/23	117,666.00
393507	DAKOTA TRUCK UNDERW	INSTALLMENT #1	07/12/23	115,586.00
393779	M.I.S.T.	PROPERTY POLICY FY2	07/26/23	112,200.00
393800	CITY OF EDINA	SCHOOL RESOURCE OFF	07/31/23	108,562.66
393704	EBERT CONSTRUCTION	EHS MECHANICAL 02-A	07/25/23	106,571.57
393774	ENVIROBATE	EHS ASBESTOS REMOVA	07/26/23	105,127.00
393634	S & J GLASS INC	ECC WINDOW REPLACED	07/13/23	96,355.48
393810	PETERSON COMPANIES	SV MS COURTYARD	07/31/23	92,014.00
393789	THE CAULKERS COMPAN	ECC EXTERIOR ENVELO	07/26/23	86,170.70
393525	POWERSCHOOL GROUP L	23-24 TALENT ED REN	07/12/23	84,751.67
393525	POWERSCHOOL GROUP L	23-24 EFINANCEPLUS	07/12/23	77,070.00
393810	PETERSON COMPANIES	SV MS COURTYARD	07/31/23	76,149.30
393690	B&D ASSOCIATES, INC	EHS MECHANICAL 04-A	07/25/23	70,775.00
393515	ISD #272 - EDEN PRA	TASSEL PROGRAM PMT	07/12/23	64,469.70
393797	BENILDE ST MARGARET	NON PUB TRANS 22-23	07/31/23	63,255.88
393618	NAC MECHANICAL & EL	VV 2022 BOILER REPL	07/13/23	60,920.65
393704	EBERT CONSTRUCTION	EHS MECHANICAL 06-A	07/25/23	56,316.71
393566	EBERT CONSTRUCTION	EHS MECHANICAL 02-A	07/13/23	56,286.55
393676	MN PEIP	RETIREEES/COBRA	07/19/23	55,869.73
393779	M.I.S.T.	CYBER POLICY FY24	07/26/23	54,353.60
393516	IXL LEARNING	23-24 IXL RENEWAL	07/12/23	52,832.00
393723	KRAUS-ANDERSON CONS	CS ES ADDITION - SI	07/25/23	51,408.00
393807	MYSTERY SCIENCE	K-5 GRADE PACKS	07/31/23	50,520.00
393660	XCEL ENERGY	EHS 5/23/23-6/22/23	07/13/23	47,994.13
393786	RENAISSANCE LEARNIN	23-24 FASTBRIDGE RE	07/26/23	47,034.00
393733	MOLIN CONCRETE PROD	CS 2023 ADDITION 03	07/25/23	45,310.16
393695	CDW GOVERNMENT	"SWITCHES, ERATE"	07/25/23	44,709.62
393759	WEST METRO LEARNING	APR-JUN23 DIRECT PR	07/25/23	44,550.00
393723	KRAUS-ANDERSON CONS	CS ES ADDITION - GE	07/25/23	43,685.22
393722	JOHN A DALSIN & SON	CS 2023 ADDITION 07	07/25/23	40,943.48
393800	CITY OF EDINA	SCHOOL RESOURCE OFF	07/31/23	40,232.05
393800	CITY OF EDINA	SCHOOL RESOURCE OFF	07/31/23	40,232.05

Check No.	Vendor	Description	Date	Amount
393687	A.J. MOORE ELECTRIC	EHS MECHANICAL 26-A	07/25/23	36,921.75
393696	CENTURY CONSTRUCTIO	CS 2023 ADDITION 06	07/25/23	35,419.56
393693	BLUUM OF MINNESOTA,	BOARDROOM UPGRADE	07/25/23	34,161.89
393698	COMMERCIAL DRYWALL	CS 2023 ADDITION 09	07/25/23	33,569.92
393586	INCIDENT IQ LLC	23-24 INCIDENTIQ RE	07/13/23	28,995.13
393723	KRAUS-ANDERSON CONS	EHS LTFM UPGRADE GE	07/25/23	27,301.96
393668	FRASER CHILD AND FA	2023 SUMMER RECOVER	07/19/23	27,000.00
393793	WINSOR LEARNING INC	SONDAY SYSTEMS	07/26/23	26,928.00
393723	KRAUS-ANDERSON CONS	EHS LTFM UPGRADE CO	07/25/23	26,900.00
393741	NOVA FIRE PROTECTIO	EHS MECHANICAL 21-A	07/25/23	23,275.00
393767	CDW GOVERNMENT	23-24 SMARTNET RENE	07/26/23	23,235.47
393554	CHARTWELLS DINING S	PREK MEALS 2022-23	07/13/23	22,035.00
393769	CITY OF EDINA - PUB	2005 STERLING LT750	07/26/23	22,000.00
393660	XCEL ENERGY	ECC 5/23/23-6/22/23	07/13/23	21,932.84
393745	RED CEDAR STEEL ERE	EHS MECHANICAL 05-B	07/25/23	21,375.00
393660	XCEL ENERGY	VV 5/23/23-6/22/23	07/13/23	20,459.02
393635	SAFEWAY DRIVING SCH	626-B2111/2 DRIVER'	07/13/23	20,160.00
393611	METRO TRANSPORTATIO	JUN23 SPED TRANSPOR	07/13/23	19,743.36
393660	XCEL ENERGY	SV 5/23/23-6/22/23	07/13/23	19,137.71
393702	CRESCENT MOON PRODU	RENTALS, LIGHTS, TE	07/25/23	18,912.50
393711	HEARTLAND BUSINESS	UPS UNITS-ERATE	07/25/23	18,158.40
393519	LEARNING ALLY	23-24 LEARNING ALLY	07/12/23	17,831.20
393715	HOUGHTON MIFFLIN HA	MATH IN FOCUS	07/25/23	17,170.92
393670	HEALTHPARTNERS INSU	COBRA/RETIREE	07/19/23	16,493.77
393588	INTEREUM INC	22-23 FURNITURE	07/13/23	16,121.43
393723	KRAUS-ANDERSON CONS	CS ES ADDITION - CO	07/25/23	16,061.00
393791	THE SPYGLASS GROUP,	VOICE/DATA COST RED	07/26/23	14,503.04
393718	INSTITUTE FOR ENVIR	EHS 2023 ASBESTOS R	07/25/23	14,474.10
393650	TRIPLE THREAT TRAIN	FY23 B2194,B2201,B2	07/13/23	14,070.00
393504	BETTERCLOUD, INC	23-24 BETTERCLOUD	07/12/23	13,766.48
393768	CHILDREN'S YAMAHA M	MUSIC EQUIPMENT PUR	07/26/23	13,200.00
393747	S & J GLASS INC	VV DOOR REPLACEMENT	07/25/23	12,985.65
393734	MOMENTUM TRUCK GROU	BUS 95: BODY REPAIR	07/25/23	12,795.41
393800	CITY OF EDINA	SV WATER 3/28-6/29	07/31/23	12,769.39
393659	WOLD ARCHITECTS & E	EHS DEFERRED MAINT	07/13/23	12,610.92
393715	HOUGHTON MIFFLIN HA	MATH IN FOCUS	07/25/23	12,222.65
393714	HOGLUND BUS CO INC	SPED BUSES: AC ADDE	07/25/23	12,149.52
393684	TRIPLE THREAT TRAIN	BASKETBALL 710/717	07/19/23	12,075.00
393787	SEESAW LEARNING INC	23-24 SEESAW RENEWA	07/26/23	12,040.00
393508	DIGITAL INSURANCE	INSURANCE CONSULTIN	07/12/23	11,875.00
393736	NAC MECHANICAL & EL	CC BOILER REPAIR WO	07/25/23	11,385.59
393715	HOUGHTON MIFFLIN HA	MATH IN FOCUS	07/25/23	11,359.63
393739	NORTHEAST METRO-ISD	"JAN-JUN23 FEES: PM	07/25/23	11,233.00
393734	MOMENTUM TRUCK GROU	BUS 94: BODY REPAIR	07/25/23	10,640.68
393626	RADAR CONSULTING LL	COMM ED RECRUITING	07/13/23	10,600.00
393587	INGINA LLC	FY23 626-K4105,K410	07/13/23	10,548.30
393661	CDW GOVERNMENT	23-24 VMWARE RENEWA	07/19/23	10,436.00
393659	WOLD ARCHITECTS & E	CS 2023 ADDITION	07/13/23	10,354.86
393762	AMSD	FY24 MEMBERSHIP DUE	07/26/23	10,055.00
393512	FRONTLINE EDUCATION	23-24 RECRUIT/HIRE	07/12/23	9,808.00
393715	HOUGHTON MIFFLIN HA	MATH IN FOCUS	07/25/23	9,762.89
393660	XCEL ENERGY	CC 5/23/23-6/22/23	07/13/23	9,362.09
393540	ACRE	OFFICE/CONF SUPPLIE	07/13/23	9,337.09
393660	XCEL ENERGY	HL 5/24/23-6/25/23	07/13/23	9,008.13
393715	HOUGHTON MIFFLIN HA	MATH IN FOCUS	07/25/23	8,815.38
393650	TRIPLE THREAT TRAIN	FY23 619-B2271,B2"	07/13/23	8,750.00
393753	STEINBRECHER PAINTI	CS 2023 ADDITION 09	07/25/23	8,455.00
393694	BSN SPORTS, LLC	BOYS TRACK UNIFORMS	07/25/23	8,424.90
393694	BSN SPORTS, LLC	BOYS TRACK WARMUPS	07/25/23	7,928.10
393523	MINITEX - UNIVERSIT	23-24 SIRS/CULTUREG	07/12/23	7,914.00
393750	SHEEHY CONSTRUCTION	ECC 22 INTERIOR UPG	07/25/23	7,845.81
393695	CDW GOVERNMENT	ERATE ITEMS	07/25/23	7,728.74
393697	CHARTWELLS DINING S	JUN23 FOOD SERVICES	07/25/23	7,725.98

Check No.	Vendor	Description	Date	Amount
393804	INTERCULTURAL STRAT	ELC SOMALI OUTREACH	07/31/23	7,500.00
393648	TECH ACADEMY	JUN23 612/619/626-K	07/13/23	7,115.50
393686	WIZEDUCATORS LLC	710-K4117/K4123 CAR	07/19/23	7,105.00
393785	RADAR CONSULTING LL	RECRUITING/ADVERTIS	07/26/23	7,000.00
393816	YMCA - MINNEAPOLIS	FY23 GATHERING PINE	07/31/23	6,980.00
393657	WILLIAM HICKS	JUN23 619-A1026/7	07/13/23	6,938.75
393619	NOVA FIRE PROTECTIO	EHS MECHANICAL 21-A	07/13/23	6,772.55
393611	METRO TRANSPORTATIO	JUN23 SPED TRANSPOR	07/13/23	6,730.88
393585	IDEATE COLLABORATIV	MTG FACILITATE/CONS	07/13/23	6,657.60
393698	COMMERCIAL DRYWALL	EHS MECHANICAL 09-A	07/25/23	6,650.00
393660	XCEL ENERGY	CV 5/23/23-6/22/23	07/13/23	6,375.10
393792	WILLIAM HICKS	710-A1077 COLLEGE B	07/26/23	6,370.00
393660	XCEL ENERGY	CS 5/23/23-6/22/23	07/13/23	6,366.42
393660	XCEL ENERGY	ECC 5/23/23-6/22/23	07/13/23	6,186.19
393685	WILL DEBERG BASKETB	JUL B2187/2188/2189	07/19/23	6,069.00
393520	MCGRAW-HILL SCHOOL	ALEKS MATH PO 23076	07/12/23	6,027.50
393667	EBS CAMPS INC	"717-B2153, 717-B21	07/19/23	6,006.00
393667	EBS CAMPS INC	710/A1096, A1095, B	07/19/23	5,896.80
393737	NASSEFF MECHANICAL	CS 2023 ADDITION 21	07/25/23	5,700.00
393773	EDINA SEASONAL SERV	DW TREE REMOVAL	07/26/23	5,680.00
393652	TRUGREEN PROCESSING	DW 2023 SUMMER SERV	07/13/23	5,588.95
393568	EDINA ATHLETIC BOOS	5/1 & 5/8 TOURNEY F	07/13/23	5,500.00
393521	MELTWATER NEWS US I	MELTWATER LIMITED	07/12/23	5,500.00
393536	93 SKIP LLC	CN - JUN23 SOLAR PR	07/13/23	5,408.03
393517	KATH FUEL OIL SERVI	OIL	07/12/23	5,355.73
393530	PRESS GOLD GROUP	FY24 PAYROLL SOFTWA	07/12/23	5,136.00
393767	CDW GOVERNMENT	23-24 ADOBE RENEWAL	07/26/23	5,000.00
393767	CDW GOVERNMENT	23-24 ADOBE RENEWAL	07/26/23	5,000.00
393680	RIGHT ANGLE STUDIO	FALL '23 CATALOG DE	07/19/23	5,000.00
393715	HOUGHTON MIFFLIN HA	MATH IN FOCUS	07/25/23	4,922.87
393788	TECH ACADEMY	717-K4085/K4084/K40	07/26/23	4,704.00
393660	XCEL ENERGY	CN 5/24/23-6/25/23	07/13/23	4,672.97
393694	BSN SPORTS, LLC	NIKE AUTHENTIC JACK	07/25/23	4,607.09
393729	MALLOY MONTAGUE KAR	PROGRESS BILL 06/30	07/25/23	4,600.00
393599	KINECT ENERGY, INC	SV - MAY23 SERVICES	07/13/23	4,582.14
393735	THE MUSIC MART	BACK ORDERED TROMBO	07/25/23	4,550.00
393718	INSTITUTE FOR ENVIR	ECC 2022 ASBESTOS R	07/25/23	4,506.46
393731	MAYDWELL MASCOTS IN	HORNET MASCOT SUIT	07/25/23	4,375.00
393555	CHESS & STRATEGY GA	FY22-23 626-K4100,4	07/13/23	4,333.00
393577	FIDELITY SECURITY L	EMPLOYEE WITHHOLDIN	07/13/23	4,306.32
393682	TECH ACADEMY	710-K4115/K4126/K41	07/19/23	4,165.00
393665	CONCORD THEATRICALS	FALL PLAY LICENSING	07/19/23	4,101.73
393702	CRESCENT MOON PRODU	LIGHTING DESIGNER	07/25/23	4,000.00
393618	NAC MECHANICAL & EL	CHILLER	07/13/23	3,984.19
393647	SUNBELT STAFFING LL	SLP STAFFING - AW	07/13/23	3,920.00
393647	SUNBELT STAFFING LL	SLP STAFFING- AW	07/13/23	3,822.00
393625	PRAIRIE ELECTRIC CO	CC - WIRE MONUMENT	07/13/23	3,810.00
393625	PRAIRIE ELECTRIC CO	SV - WIRE MONUMENT	07/13/23	3,810.00
393713	HIGH NOON BOOKS	BOOKS	07/25/23	3,710.00
393800	CITY OF EDINA	ECC WATER 3/28-6/28	07/31/23	3,626.70
393592	JEFF TROLD AHL DESIG	KUHLMAN FIELD MURAL	07/13/23	3,500.00
393772	DRUIDE INFORMATIQUE	23-24 TYPING PAL RE	07/26/23	3,494.08
393500	AMLE --ASSOCIATION	CONFERENCE REG (8)	07/12/23	3,449.91
393529	SMARTPASS INC	23-24 SV SUBSCRIP TI	07/12/23	3,395.31
V18903	MARGO M BAUCK	MEDICARE REIMBURSE	07/31/23	3,300.96
393535	93 HOP LLC	JUN23 - BUS SOLAR P	07/13/23	3,209.60
393517	KATH FUEL OIL SERVI	UNLEADED	07/12/23	3,207.98
393647	SUNBELT STAFFING LL	SLP STAFFING- AW	07/13/23	3,136.00
393763	BENEFIT EXTRAS, INC	JUL23 HRA ADMIN	07/26/23	3,120.00
393599	KINECT ENERGY, INC	VV - MAY23 SERVICES	07/13/23	3,019.40
393803	INSPEC INC	VV WALL - PROF SERV	07/31/23	3,000.00
393524	OVERDRIVE INC	23-24 COLLECTION CR	07/12/23	3,000.00
393629	RIVER BOTTOM PRODUC	JUDY MOODY TECH	07/13/23	3,000.00

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393499	AFFINITECH INC	VIEWBOARDS ELC	07/12/23	2,992.69
393717	INSPEC INC	VV 2023 REROOF	07/25/23	2,937.50
393717	INSPEC INC	EHS 2023 REROOF	07/25/23	2,937.50
393608	MAYER ARTS INC	JUN23 626-L3109/10	07/13/23	2,929.50
393724	LAB-AIDS, INC	EARTH SCIENCE KITS/	07/25/23	2,927.54
393632	RUPP ANDERSON SQUIR	LEGAL SERVICES: MIS	07/13/23	2,893.60
393751	SONUS INTERIORS INC	CS 2023 ADDITION 09	07/25/23	2,850.00
393666	DASH SPORTS LLC	710-B2129/710-B2130	07/19/23	2,839.20
393643	STACY RUTTEN	WORKING GENIUS ENGA	07/13/23	2,800.00
393503	AVANT ASSESSMENT LL	STAMP 4SE LANG ASSE	07/12/23	2,748.00
393673	LANGUAGE SPROUT LLC	710-K4120 & 710-K41	07/19/23	2,744.00
393679	RIDDELL / ALL AMERI	SHOULDER PADS	07/19/23	2,693.00
393799	CESO COMMUNICATIONS	JUN23 COMM SUPPORT	07/31/23	2,600.00
393718	INSTITUTE FOR ENVIR	CS ASBESTOS REMOVAL	07/25/23	2,583.37
393669	FUN ENGINEERZ LLC	710-K4119/710-K4127	07/19/23	2,558.50
393505	BRAXOS SECURITY SOF	23-24 STEWARD SERVI	07/12/23	2,500.00
393734	MOMENTUM TRUCK GROU	BUS 129: BODY REPAI	07/25/23	2,468.75
393632	RUPP ANDERSON SQUIR	LEGAL SERVICES: S.S	07/13/23	2,438.00
393564	DEPARTMENT OF THE T	FY23 QTR2 720-V PMT	07/13/23	2,419.98
393736	NAC MECHANICAL & EL	CHILLER REPAIR	07/25/23	2,411.99
393539	ACOUSTICS ASSOCIATE	EHS MECHANICAL 09-D	07/13/23	2,375.00
393540	ACRE	ORGANIZATION SERVIC	07/13/23	2,325.00
393656	UPPER LAKES FOODS I	KC SNACKS HL	07/13/23	2,285.25
393561	DASH SPORTS LLC	JUN23 B2123,B2124/L	07/13/23	2,250.50
393715	HOUGHTON MIFFLIN HA	MATH IN FOCUS	07/25/23	2,246.03
393602	LYDEN OIL COMPANY	DIESEL EMISSION KIT	07/13/23	2,235.00
393700	CRAIG CROASTON	COMP DIVE 605/614	07/25/23	2,217.09
393521	MELTWATER NEWS US I	MI ENGAGE 5 PROFILE	07/12/23	2,200.00
393569	EDINA HISTORICAL SO	JUN23 612-A1082 619	07/13/23	2,191.00
393798	BOLTON & MENK INC	HL-SWALE/EROSION RE	07/31/23	2,190.00
393532	WASTE MANAGEMENT OF	SV - JUL23 SERVICES	07/12/23	2,164.19
393728	MACKIN EDUCATIONAL	BOOKS FOR CV	07/25/23	2,152.43
393765	BSN SPORTS, LLC	FOOTBALL EQUIPMENT	07/26/23	2,101.38
393532	WASTE MANAGEMENT OF	EHS - JUL23 SERVICE	07/12/23	2,068.69
393590	IWS - INNOVATIONAL	JUN23 - MONTHLY SER	07/13/23	2,067.67
393716	INNOVATIVE OFFICE S	DRY ERASE BOARDS (4	07/25/23	2,061.16
393501	ARVIG	JUL23 INTERNET SERV	07/12/23	1,911.13
393601	LANGUAGE SPROUT LLC	SUMMER SPANISH 626-	07/13/23	1,870.00
393681	SCHOOL SERVICE EMPL	UNION DUES W/HOLDIN	07/19/23	1,817.56
393599	KINECT ENERGY, INC	ECC - MAY23 SERVICE	07/13/23	1,799.64
393531	VIVACITY TECH PBC	CHROMEBOOK CARTS (3	07/12/23	1,797.00
393803	INSPEC INC	HL WALL - PROF SERV	07/31/23	1,700.00
393549	BAYCOM INC	WALKIE TALKIE SERVI	07/13/23	1,696.10
393767	CDW GOVERNMENT	AZURE OVERAGES	07/26/23	1,690.62
393584	HUDSON MAGIC LLC	FY23 626-K4108	07/13/23	1,675.00
393805	ITSAVVY LLC	STAFF CHROMEBOOKS	07/31/23	1,672.00
393509	EDUCATION LOGISTICS	JUL23 GPS SERVICES	07/12/23	1,660.56
393613	MIKKONEN MUSIC LLC	MUSIC 612/613/615-A	07/13/23	1,642.50
393599	KINECT ENERGY, INC	EHS - MAY23 SERVICE	07/13/23	1,613.67
393568	EDINA ATHLETIC BOOS	2023 MEET WORKERS	07/13/23	1,563.75
393761	APURE INC.	23-24 DRINKING WATE	07/26/23	1,538.00
393534	SPORTS PRO LLC	WELLNESS CTR MAINT	07/13/23	1,536.75
393782	MINNESOTA MEMORY IN	PARTS FOR CB REPAIR	07/26/23	1,521.57
393552	CARRIER CORPORATION	AC SERVICING	07/13/23	1,491.00
393637	SCHOOL SERVICE EMPL	UNION DUES W/HOLDIN	07/13/23	1,487.24
393746	REGION 6AA	5/22 SOFTBALL TICKE	07/25/23	1,450.00
393547	BAUER BUILT INC	TIRES	07/13/23	1,388.95
393553	CATALYST SOURCING S	ONDEMAND/WASTE/RECY	07/13/23	1,377.50
393728	MACKIN EDUCATIONAL	BOOKS FOR VV	07/25/23	1,374.36
393746	REGION 6AA	5/24 SOFTBALL TICKE	07/25/23	1,370.00
393624	POLLACK PEACEBUILDI	WORKSHOP WK DEPOSIT	07/13/23	1,347.50
393658	WIZEDUCATORS LLC	FY23 STEM 626-K4104	07/13/23	1,347.50
393623	PARALLEL TECHNOLOGI	DOOR CARD READERS	07/13/23	1,333.25

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393599	KINECT ENERGY, INC	HL - MAY23 SERVICES	07/13/23	1,316.85
393532	WASTE MANAGEMENT OF	CC - JUL23 SERVICES	07/12/23	1,293.75
393568	EDINA ATHLETIC BOOS	2023 MEET WORKERS	07/13/23	1,271.25
393646	SUMMIT FIRE PROTECT	EHS - KITCHEN SUPPR	07/13/23	1,261.50
393533	1ST AYD CORPORATION	SHOP SUPPLIES	07/13/23	1,260.75
393710	H&B SPECIALIZED PRO	WALL MOUNT BASKET	07/25/23	1,256.00
393763	BENEFIT EXTRAS, INC	JUL23 HSA ADMIN	07/26/23	1,218.75
393780	MASE	23-24 MEMBERSHIP- J	07/26/23	1,202.00
393656	UPPER LAKES FOODS I	KC HL SNACKS	07/13/23	1,180.67
393527	ROBERT B HILL CO	WATER SOFTENER SALT	07/12/23	1,177.26
393794	AFFINITECH INC	AV ITEMS	07/31/23	1,153.54
393659	WOLD ARCHITECTS & E	CS 2023 LTFM	07/13/23	1,145.55
393795	AGAPE CHRISTI ACADE	NON PUB TRANS 22-23	07/31/23	1,139.40
393808	NOW MICRO INC	CONSULTING SERVICES	07/31/23	1,125.00
393596	JOSTENS INC	CERTIFICATE AWARDS	07/13/23	1,123.50
393715	HOUGHTON MIFFLIN HA	MATH IN FOCUS	07/25/23	1,115.00
393646	SUMMIT FIRE PROTECT	CN - FIRE ALARM INS	07/13/23	1,072.00
393693	BLUUM OF MINNESOTA,	VIEWSONIC: ECC RM 1	07/25/23	1,065.00
393746	REGION 6AA	5/26 SOFTBALL TICKE	07/25/23	1,065.00
V18846	PATRICIA PETTIS	JOSTENS AIRFARE/HOT	07/12/23	1,052.80
393665	CONCORD THEATRICALS	FALL PLAY 1ST PAYME	07/19/23	1,050.00
393800	CITY OF EDINA	ND WATER 3/28-6/28	07/31/23	1,022.91
393778	KAY ZUCCARO	605/606/608 WATER W	07/26/23	1,011.60
393583	HORIZON COMMERCIAL	POOL CHEMICAL SUPPL	07/13/23	1,002.44
393572	EDINA DANCE TEAM	JUN23 605-B2108	07/13/23	1,000.00
393629	RIVER BOTTOM PRODUC	PI TECH SERVICES	07/13/23	1,000.00
393599	KINECT ENERGY, INC	CC - MAY23 SERVICES	07/13/23	990.18
393728	MACKIN EDUCATIONAL	BOOKS FOR VV	07/25/23	987.03
393716	INNOVATIVE OFFICE S	RIBBON TABLES (2)	07/25/23	980.27
393693	BLUUM OF MINNESOTA,	EXTRON REPAIR-BOARD	07/25/23	975.00
393718	INSTITUTE FOR ENVIR	EHS 2020-2023 MGMT	07/25/23	974.94
393599	KINECT ENERGY, INC	CS - MAY23 SERVICES	07/13/23	965.38
393815	U.S. SITEWORK, INC	2022 CV SITE IMPROV	07/31/23	950.00
393715	HOUGHTON MIFFLIN HA	MATH IN FOCUS	07/25/23	941.16
393597	KATH FUEL OIL SERVI	UNLEADED	07/13/23	937.43
393659	WOLD ARCHITECTS & E	CN LIGHTING REPLACE	07/13/23	933.58
393548	BAYADA HOME HEALTH	DS - SCHOOL NURSE	07/13/23	922.50
393646	SUMMIT FIRE PROTECT	VV - SPRINKLER INSP	07/13/23	912.00
V18843	WHITNEY BRAUCHLA	JOSTENS AIRFARE/REG	07/12/23	911.79
393629	RIVER BOTTOM PRODUC	JUDY MOODY SUPPLIES	07/13/23	910.00
393726	LIGHTNING PRINTING	MARCHING BAND BOOKS	07/25/23	903.10
393642	ST CATHERINE UNIVER	GARNISHMENT - R.R.G	07/13/23	884.17
393806	IWS - INNOVATIONAL	MICRON FILTERS	07/31/23	884.00
393518	KINECT ENERGY, INC	JUL23 ENERGY MGMT F	07/12/23	884.00
393742	ORKIN COMMERCIAL SE	JUN23 SERVICES - DW	07/25/23	880.00
393553	CATALYST SOURCING S	ONDEMAND/SNACK SERV	07/13/23	870.00
V18893	VALERIE E BURKE	MEDICARE SUPPLEMENT	07/25/23	837.90
393541	ADVANCED IMAGING SO	ECC/DO 06/23	07/13/23	821.94
393532	WASTE MANAGEMENT OF	CS - JUL23 SERVICES	07/12/23	819.90
393641	SPS COMPANIES INC	NEW DRINKING FOUNTA	07/13/23	815.85
393548	BAYADA HOME HEALTH	EB - SCHOOL NURSE	07/13/23	812.50
393548	BAYADA HOME HEALTH	EB - SCHOOL NURSE	07/13/23	796.25
393599	KINECT ENERGY, INC	CV - MAY23 SERVICES	07/13/23	779.09
393674	METRO SALES INC	JUL-SEP23 COLOR COP	07/19/23	777.55
393616	MN UNITED SOCCER CL	KC ALLIANZ FIELD TO	07/13/23	756.00
393589	ITSAVVY LLC	SCREEN DEDUCTIBLES	07/13/23	750.00
393783	PREFERRED STRIPING	CN - PARKING LOT ST	07/26/23	750.00
393761	APURE INC.	23-24 DRINKING WATE	07/26/23	744.00
V18893	VALERIE E BURKE	MEDICARE	07/25/23	729.00
393666	DASH SPORTS LLC	710-L5007	07/19/23	714.00
393728	MACKIN EDUCATIONAL	BOOKS FOR VV	07/25/23	710.00
393511	ESTRELLITA INC	K-1 CONSUMABLE	07/12/23	700.46
393609	MEGAN KOOMAN	GYMNASTICS 607-B227	07/13/23	693.00

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393646	SUMMIT FIRE PROTECT	ECC-SUPPRESSION INS	07/13/23	687.00
393532	WASTE MANAGEMENT OF	ECC - JUL23 SERVICE	07/12/23	684.17
393656	UPPER LAKES FOODS I	KC HL FOOD/SNACKS	07/13/23	679.79
393746	REGION 6AA	5/30 SOFTBALL TICKE	07/25/23	670.00
393510	EDUCATORS BENEFIT C	403(B) ADMIN & COMP	07/12/23	667.29
393625	PRAIRIE ELECTRIC CO	ELECTRICAL REPAIRS	07/13/23	650.76
393725	LECTURES DE FRANCE	FISCHIER ELEVE 1 &	07/25/23	637.10
393677	NICKI BLACK	714-K4150	07/19/23	637.00
393565	DUNHAM ASSOCIATES I	BUS - PROF SERVICES	07/13/23	633.34
393565	DUNHAM ASSOCIATES I	VV - PROF SERVICES	07/13/23	633.33
393565	DUNHAM ASSOCIATES I	ECC - PROF SERVICES	07/13/23	633.33
393575	ESCREEN, INC.	QTR 2 DRUG TESTING	07/13/23	612.25
393708	GENERAL PARTS LLC	EHS COOLER DR GASKE	07/25/23	607.08
393578	FOLLETT SCHOOL SOLU	BOOKS FOR SV	07/13/23	603.70
393599	KINECT ENERGY, INC	CN - MAY23 SERVICES	07/13/23	600.19
393776	IXL LEARNING	GRD5 SITE LICENSE	07/26/23	600.00
393693	BLUUM OF MINNESOTA,	VIEWSONIC CART: ECC	07/25/23	590.00
393694	BSN SPORTS, LLC	BOYS LACROSSE NETS	07/25/23	588.48
393646	SUMMIT FIRE PROTECT	CV - SPRINKLER INSP	07/13/23	587.00
393550	BOYER TRUCKS	FILTERS	07/13/23	565.64
393545	ASTLEFORD INTERNATI	FILTER	07/13/23	556.24
393646	SUMMIT FIRE PROTECT	VV - KITCHEN SUPPRE	07/13/23	551.50
V18877	TROY STEIN	SPRING23 MILEAGE, E	07/13/23	546.16
393558	CONSTANTINE DANCE C	JUN23 606-B2021	07/13/23	546.00
393757	VERIFIED CREDENTIAL	BKGD CHECK: MULTI	07/25/23	536.54
393646	SUMMIT FIRE PROTECT	SV - KITCHEN SUPPRE	07/13/23	510.50
393599	KINECT ENERGY, INC	ECC - MAY23 SERVICE	07/13/23	507.59
393726	LIGHTNING PRINTING	BAND MUSIC	07/25/23	504.69
393766	CAMP FIRE MINNESOTA	UNCL PROP-CN FIELD	07/26/23	500.00
393811	PHILLIP HOLM	MATILDA PIT BAND	07/31/23	500.00
393632	RUPP ANDERSON SQUIR	LEGAL SERVICES: H.R	07/13/23	500.00
393502	ASBO INTERNATIONAL	EPS MEMBERSHIP 23-2	07/12/23	499.00
393692	BILL CARROLL PAINTI	SV GYM DOOR PREP/PA	07/25/23	497.50
393663	CHUX SCREEN PRINTIN	WEB T-SHIRTS	07/19/23	495.00
393659	WOLD ARCHITECTS & E	SV 2023 CTYRD RECON	07/13/23	492.63
393646	SUMMIT FIRE PROTECT	CN-SUPPRESSION INSP	07/13/23	492.00
393756	UNITED RENTALS (NOR	CN - LIFT INSPECTIO	07/25/23	487.42
393532	WASTE MANAGEMENT OF	CN - JUL23 SERVICES	07/12/23	483.87
393709	GROTH MUSIC COMPANY	BAND PIECES	07/25/23	478.00
393571	EHLERS	PAYING AGENT FEE -	07/13/23	475.00
393571	EHLERS	PAYING AGENT FEE -	07/13/23	475.00
393571	EHLERS	PAYING AGENT FEE -	07/13/23	475.00
393764	BERT'S TRUCK EQUIPM	PLOW FRAME ASSY	07/26/23	473.68
393660	XCEL ENERGY	BUS 05/24/23-06/25/	07/13/23	469.89
393689	ARTISTIC FLORAL	COMMENCEMENT FLOWER	07/25/23	461.15
393528	SECURITY CONTROL SY	CS - SERVICE LABOR	07/12/23	455.00
393548	BAYADA HOME HEALTH	DS - SCHOOL NURSE	07/13/23	453.75
393771	DRAIN PRO PLUMBING	MAIN LINE SEWER INS	07/26/23	445.00
393633	RUSSELL SECURITY RE	DOOR REPAIR	07/13/23	440.00
393694	BSN SPORTS, LLC	STU CONCIL TUG ROPE	07/25/23	417.30
393646	SUMMIT FIRE PROTECT	CV - SPRINKLER INSP	07/13/23	417.00
393646	SUMMIT FIRE PROTECT	CS - SPRINKLER INSP	07/13/23	417.00
393781	MENARDS - EDEN PRAI	SUMP PUMP/DISC HOSE	07/26/23	415.96
393646	SUMMIT FIRE PROTECT	CS - FIRE ALARM INS	07/13/23	412.00
393662	CENTURYLINK	SV 07/01/23-07/31/2	07/19/23	404.18
393644	STATE SUPPLY COMPAN	FAN MOTOR REPAIR	07/13/23	402.00
393770	DAVID BLOCK	7/13 STRING PERFORM	07/26/23	400.00
393671	HOPE NETWORK	OVERDOSE PREVENTION	07/19/23	400.00
393653	TWIN CITIES TRANSPO	BOBCAT TOWING	07/13/23	400.00
393536	93 SKIP LLC	BUS - JUN23 SOLAR P	07/13/23	387.20
393612	MIDWEST BUS PARTS I	8 WAY	07/13/23	379.80
393743	PARALLEL TECHNOLOGI	EHS - REROUTE S2 CA	07/25/23	375.21
V18844	AARON J BUCKO	JOSTENS CONF AIRFAR	07/12/23	365.80

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393763	BENEFIT EXTRAS, INC	JUL23 FLEX ADMIN	07/26/23	356.00
393532	WASTE MANAGEMENT OF	VV - JUL23 SERVICES	07/12/23	353.57
V18845	BAILLIE MORGAN NASH	ASBO HOTEL DEPOSIT	07/12/23	352.82
393599	KINECT ENERGY, INC	BUS - MAY23 SERVICE	07/13/23	351.10
393560	DARK KNIGHT SOLUTIO	JUN23 - MONTHLY FEE	07/13/23	350.00
393744	RACE ROSTER US INC	TREK GLOBE REFUNDS	07/25/23	350.00
393514	GRAINGER	CLAMPS, CENTER PUNC	07/12/23	341.63
393654	UNITED RENTALS (NOR	SKYJACK INSPECTION	07/13/23	338.00
393654	UNITED RENTALS (NOR	MACHINE INSPECTION	07/13/23	338.00
393756	UNITED RENTALS (NOR	EHS - LIFT INSPECTI	07/25/23	338.00
393756	UNITED RENTALS (NOR	EHS - LIFT INSPECTI	07/25/23	338.00
393756	UNITED RENTALS (NOR	ECC - LIFT INSPECTI	07/25/23	338.00
393756	UNITED RENTALS (NOR	VV - LIFT INSPECTIO	07/25/23	338.00
393756	UNITED RENTALS (NOR	CV - LIFT INSPECTIO	07/25/23	338.00
393756	UNITED RENTALS (NOR	CC - LIFT INSPECTIO	07/25/23	338.00
393655	UNITED RENTALS INC	HL - ANNUAL LIFT IN	07/13/23	338.00
393541	ADVANCED IMAGING SO	CONCORD 06/23	07/13/23	332.37
393653	TWIN CITIES TRANSP	TOW BROKEN DOWN BUS	07/13/23	324.08
393583	HORIZON COMMERCIAL	POOL CHEMICAL SUPPL	07/13/23	322.38
393646	SUMMIT FIRE PROTECT	HL - KITCHEN SUPPRE	07/13/23	322.25
V18900	LYNNEA K WEST	SCIENCE BOOKS	07/25/23	321.09
393579	GENERAL SECURITY SE	EHS - PATROL RESPON	07/13/23	315.00
393646	SUMMIT FIRE PROTECT	ECC - KITCHEN SUPPR	07/13/23	311.00
393748	SCHMITT MUSIC COMPA	BAND SUPPLIES	07/25/23	305.00
393614	MINNESOTA SCHOOL EM	UNION DUES W/HOLDIN	07/13/23	304.97
393646	SUMMIT FIRE PROTECT	CS - KITCHEN SUPPRE	07/13/23	303.75
393630	ROBERT B HILL CO	SALT DELIVERY	07/13/23	299.70
393662	CENTURYLINK	VV 06/28/23-07/27/2	07/19/23	288.60
393532	WASTE MANAGEMENT OF	HL - JUL23 SERVICES	07/12/23	286.03
393579	GENERAL SECURITY SE	BUS - PATROL RESPON	07/13/23	285.00
V18900	LYNNEA K WEST	LIBRARIE COMPTINE	07/25/23	282.28
393646	SUMMIT FIRE PROTECT	CV - KITCHEN SUPPRE	07/13/23	281.75
V18870	DEBRA K RICHARDS	APR-JUN23 MILEAGE	07/13/23	271.04
393663	CHUX SCREEN PRINTIN	STAFF T-SHIRTS	07/19/23	266.00
393583	HORIZON COMMERCIAL	POOL CHEMICAL SUPPL	07/13/23	263.92
393646	SUMMIT FIRE PROTECT	CN - KITCHEN SUPPRE	07/13/23	262.00
393662	CENTURYLINK	DO 07/01/23-07/31/2	07/19/23	260.00
393659	WOLD ARCHITECTS & E	CS ES FURNITURE	07/13/23	253.98
393754	TEXA-TONKA LANES	5/25 FIELD TRIP	07/25/23	252.00
393767	CDW GOVERNMENT	ADOBE LICENSE - S.C	07/26/23	250.00
393703	EAST RIDGE HIGH SCH	4/26 BGOLF TOURNEY	07/25/23	250.00
393653	TWIN CITIES TRANSP	TOOL BOX TRANSFER	07/13/23	250.00
393646	SUMMIT FIRE PROTECT	CC - KITCHEN SUPPRE	07/13/23	249.00
393522	MENARDS - EDEN PRAI	REPAIR HARDWARE	07/12/23	248.19
393550	BOYER TRUCKS	FILTER	07/13/23	243.00
393520	MCGRAW-HILL SCHOOL	ALEKS MATH PO 23076	07/12/23	241.30
393796	AMERICAN MAILING MA	POSTAGE INK CARTRID	07/31/23	239.09
393571	EHLERS	PAYING AGENT FEE -	07/13/23	237.50
393541	ADVANCED IMAGING SO	CREEK VALLEY 06/23	07/13/23	231.32
393662	CENTURYLINK	ECC 07/01/23-07/31/	07/19/23	230.96
393662	CENTURYLINK	CC 07/01/23-07/31/2	07/19/23	230.96
393662	CENTURYLINK	EHS 06/28/23-07/27/	07/19/23	230.88
393553	CATALYST SOURCING S	SUPP TRACK MON SUBS	07/13/23	229.99
393591	JAN HAGERMAN	FY23 130-011, 206-0	07/13/23	224.00
393758	WATERTEK TD LLC	EHS-ICE MACH FILTER	07/25/23	224.00
393542	ALBRECHT ENTERPRISE	SPRINKLER MAINTENAN	07/13/23	220.26
393675	MINNESOTA SCHOOL EM	UNION DUES W/HOLDIN	07/19/23	218.93
393790	THE ROTARY CLUB OF	Q1 23-24 DUES/FEES	07/26/23	218.00
V18854	MATTHEW J FLUGUM	1EDTECH CONF EXPENS	07/13/23	216.58
393532	WASTE MANAGEMENT OF	CV - JUL23 SERVICES	07/12/23	213.17
393727	LRS OF MINNESOTA LL	EHS/ADA 6/10-6/29	07/25/23	210.00
393603	MARK KIVIMAKI	SPEECH: NSDA TOURNE	07/13/23	210.00
V18860	JESSICA L HEIDELBER	MAY-JUN23 MILEAGE	07/13/23	208.62

Check No.	Vendor	Description	Date	Amount
393541	ADVANCED IMAGING SO	HIGH SCHOOL 06/23	07/13/23	208.44
V18875	ERIN ST. ORES	MAY-JUN23 MILEAGE	07/13/23	205.74
393541	ADVANCED IMAGING SO	HIGHLANDS 06/23	07/13/23	203.32
393607	MAUCK AND SON -- D	BLAX: IRONDALE	07/13/23	202.00
393615	MN DEPT OF LABOR AN	SV-ELEVATOR OPERATI	07/13/23	200.00
393627	RICHARD STOLP	BT&F: 5/11 MEET	07/13/23	200.00
393631	ROBERT COOPER	WRESTLING: JV MEET	07/13/23	194.00
393532	WASTE MANAGEMENT OF	BUS - JUL23 SERVICE	07/12/23	193.98
V18868	SAMUEL T PAULISON	JUN23 MILEAGE	07/13/23	193.23
393532	WASTE MANAGEMENT OF	ND - JUL23 SERVICES	07/12/23	192.97
393708	GENERAL PARTS LLC	EHS COOLER DOOR SWE	07/25/23	190.41
393562	DAVEY TREE EXPERT C	ECC-ASH BORER TREAT	07/13/23	185.00
393727	LRS OF MINNESOTA LL	KUHLMAN 6/2-6/9	07/25/23	180.00
393730	MAPLE GROVE HIGH SC	5/2 GRLS GOLF TOURN	07/25/23	180.00
393760	WOLD ARCHITECTS & E	BUS GARAGE ADDITION	07/25/23	177.45
393719	ISD #112 - CHANHAS	10/1 VBALL TOURNEY	07/25/23	175.00
V18852	AMY E FAIRWEATHER	MAY-JUN23 MILEAGE	07/13/23	174.69
393662	CENTURYLINK	CS 07/01/23-07/31/2	07/19/23	173.22
393662	CENTURYLINK	HL 07/01/23-07/31/2	07/19/23	173.22
393662	CENTURYLINK	CN 07/01/23-07/31/2	07/19/23	173.22
393662	CENTURYLINK	CV 07/10/23-08/09/2	07/19/23	165.48
393646	SUMMIT FIRE PROTECT	HL-FIRE EXTINGUISHE	07/13/23	164.49
393813	RUSSELL SECURITY RE	RE-INSTALL DR CLOSE	07/31/23	162.50
V18857	CHRISTOPHER D GRIGG	SPAIN TRIP EXPENSES	07/13/23	153.22
393538	A-1 OUTDOOR POWER	LAWN MOWER BELT	07/13/23	152.49
393645	STEPHEN PARTRIDGE	FY23 HOMER 321-111	07/13/23	147.00
393541	ADVANCED IMAGING SO	NORMANDEALE 06/23	07/13/23	146.32
393553	CATALYST SOURCING S	ONDEMAND/IT/CLASSRO	07/13/23	145.00
393575	ESCREEN, INC.	DOT DRUG TEST-MULTI	07/13/23	145.00
393628	RICK NELSON	GLAX: BUFFALO	07/13/23	143.00
393622	OPENTEXT INC	FEES FOR JUN23	07/13/23	142.78
393599	KINECT ENERGY, INC	ND - MAY23 SERVICES	07/13/23	142.17
393567	ECM PUBLISHERS INC	MAY 15 REG MINUTES	07/13/23	140.80
393580	GOPHER STATE ONE-CA	JUN23 BILLABLE TICK	07/13/23	140.40
393556	CLAIRE ANDERSON MCE	SPEECH: NSDA TOURNE	07/13/23	140.00
393726	LIGHTNING PRINTING	BAND MUSIC	07/25/23	135.85
393604	MARK LAGERGREN	BT&F: INVITATIONAL	07/13/23	132.50
393604	MARK LAGERGREN	GT&F: INVITATIONAL	07/13/23	132.50
393732	MIDWEST MUSICAL IMP	INSTRUMENT REPAIRS	07/25/23	127.00
393582	HEALY AWARDS INC	HORNET DECAL STU ID	07/13/23	124.01
V18894	GREGORY J PAFKO	APR-JUN23 CELL PHON	07/25/23	122.94
393639	SITEONE LANDSCAPE S	DW - ADJUSTABLE ROT	07/13/23	122.57
393639	SITEONE LANDSCAPE S	ECC - ADJUSTABLE RO	07/13/23	122.57
V18873	CAMILLA D SHERMAN	MAY-JUN23 CELL PHON	07/13/23	120.70
393638	SCOTT STALLMAN	BT&F: HOPKINS	07/13/23	113.00
393638	SCOTT STALLMAN	GT&F: HOPKINS	07/13/23	113.00
V18858	ERIC D HAMILTON	MAY-JUN23 MILEAGE	07/13/23	109.25
393583	HORIZON COMMERCIAL	POOL CHEMICAL SUPPL	07/13/23	109.06
393748	SCHMITT MUSIC COMPA	SAX REPAIR	07/25/23	107.00
393617	MULTILINGUAL WORD I	JUN23 INTERPRETING	07/13/23	104.55
393659	WOLD ARCHITECTS & E	CC 2023 LTFM	07/13/23	104.01
393721	JESSEN PRESS INC	250 EPS 9X12 ENVELO	07/25/23	103.75
393721	JESSEN PRESS INC	250 EPS 9X12 ENVELO	07/25/23	103.75
V18860	JESSICA L HEIDELBER	MAY-JUN23 CELL PHON	07/13/23	100.50
393498	ABBY COOPER	UNCL PROP-AUTHOR PR	07/12/23	100.00
393615	MN DEPT OF LABOR AN	ND-ELEVATOR OPERATI	07/13/23	100.00
393651	TROPHIES PLUS,INC.	ADDTL STATE TROPHY	07/13/23	99.50
393541	ADVANCED IMAGING SO	COUNTRYSIDE 06/23	07/13/23	99.17
393674	METRO SALES INC	JUL23 COPIER LEASE	07/19/23	98.00
393541	ADVANCED IMAGING SO	SOUTHVIEW 06/23	07/13/23	92.41
393579	GENERAL SECURITY SE	CC - PATROL STANDBY	07/13/23	90.00
393620	OCCUPATIONAL MEDICI	DOT EXAM - M.L.	07/13/23	90.00
393620	OCCUPATIONAL MEDICI	DOT EXAM - B.B.	07/13/23	90.00

Check No.	Vendor	Description	Date	Amount
393620	OCCUPATIONAL MEDICI	DOT EXAM - C.T.	07/13/23	90.00
393620	OCCUPATIONAL MEDICI	DOT EXAM - M.W.	07/13/23	90.00
393620	OCCUPATIONAL MEDICI	DOT EXAM - D.O.	07/13/23	90.00
393620	OCCUPATIONAL MEDICI	DOT EXAM - S.W.	07/13/23	90.00
393809	OCCUPATIONAL MEDICI	DOT EXAM - R.R.	07/31/23	90.00
393809	OCCUPATIONAL MEDICI	DOT EXAM - C.S.	07/31/23	90.00
393581	GRAINGER	SCREWS, LOCK NUTS	07/13/23	89.36
393522	MENARDS - EDEN PRAI	BALL VALVE	07/12/23	86.91
393595	JOSEPH KOCH III	BASEBALL: STMA	07/13/23	86.25
393708	GENERAL PARTS LLC	EHS - COOLER LOCK	07/25/23	85.91
393691	BAUER BUILT INC	DISPOSAL FEE	07/25/23	83.50
393570	EDWARD STEVENS	BASEBALL: WAYZATA	07/13/23	83.00
393606	MATTHEW HORDYK	BASEBALL: WASHBURN	07/13/23	83.00
393646	SUMMIT FIRE PROTECT	CV-FIRE EXTINGUISHE	07/13/23	81.56
V18897	KORY M SMITH	MAY-JUN23 MILEAGE	07/25/23	80.57
393662	CENTURYLINK	DO 07/01/23-07/31/2	07/19/23	80.52
V18866	PAUL MILLER	MAY-JUN23 MILEAGE	07/13/23	78.34
393749	SCHOOL SPECIALTY, L	AVAIL READING BOOKS	07/25/23	77.34
393663	CHUX SCREEN PRINTIN	STAFF T-SHIRTS	07/19/23	77.00
393567	ECM PUBLISHERS INC	MAY 15 WS MINUTES	07/13/23	76.80
393612	MIDWEST BUS PARTS I	PAINT	07/13/23	75.75
393581	GRAINGER	SANDING DISC	07/13/23	75.60
393812	RATWIK ROSZAK & MAL	LEGAL SERVICES	07/31/23	75.00
393629	RIVER BOTTOM PRODUC	PI TECH RENTAL	07/13/23	75.00
393639	SITEONE LANDSCAPE S	ECC - PVC RISER EXT	07/13/23	74.58
393748	SCHMITT MUSIC COMPA	VIOLIN REPAIR	07/25/23	74.00
V18848	JANET M DAHL	MAY-JUN23 MILEAGE	07/13/23	71.07
393567	ECM PUBLISHERS INC	MAY 23 WS MINUTES	07/13/23	70.40
393777	JERRY'S HARDWARE	SPARK PLUGS/WATER K	07/26/23	70.11
393598	KATHLEEN POVOLNY	PHOTO ORGANIZATION	07/13/23	70.00
393727	LRS OF MINNESOTA LL	EHS/ADA UNIT 6/2-6/	07/25/23	70.00
393727	LRS OF MINNESOTA LL	KUHLMAN 6/10-6/29	07/25/23	70.00
393605	MARK MILLER	BT&F: INVITATIONAL	07/13/23	70.00
393605	MARK MILLER	GT&F: INVITATIONAL	07/13/23	70.00
V18866	PAUL MILLER	MAY-JUN23 CELL PHON	07/13/23	70.00
393721	JESSEN PRESS INC	250 EPS #10 ENVELOP	07/25/23	68.75
393721	JESSEN PRESS INC	250 EPS #10 ENVELOP	07/25/23	68.75
393712	HENNEPIN COUNTY ACC	BUS-HAZARD WASTE FE	07/25/23	67.00
V18863	DERRICK J LIDSTONE	JUN23 MILEAGE	07/13/23	66.55
393612	MIDWEST BUS PARTS I	PAINT	07/13/23	66.50
V18880	ABIGAIL L WILFAHRT	JUN23 CELL PHONE	07/13/23	65.00
393688	ARCPOINT LABS OF ED	DOT TEST - J.P.	07/25/23	65.00
V18896	BRANDON DONALD SIEC	MAY23 CELL PHONE	07/25/23	65.00
V18896	BRANDON DONALD SIEC	JUN23 CELL PHONE	07/25/23	65.00
V18904	CURT E JOHANSON	JUN23 CELL PHONE	07/31/23	65.00
V18895	LAURA T PHONGSAVATH	JUN23 CELL PHONE	07/25/23	65.00
V18867	MATTHEW K MOSBY	JUN23 CELL PHONE	07/13/23	65.00
V18891	MERT T WOODARD	JUL23 CELL PHONE	07/19/23	65.00
V18851	SHAWN G DRAVES	JUN23 CELL PHONE	07/13/23	65.00
V18887	THOMAS LYMAN	JUL23 CELL PHONE	07/19/23	65.00
V18901	TIMOTHY J RODEN	JUL23 CELL PHONE	07/26/23	65.00
393662	CENTURYLINK	BUS 07/04/23-08/03/	07/19/23	64.00
393567	ECM PUBLISHERS INC	JUN2 SPEC MINUTES	07/13/23	64.00
V18853	TIMOTHY J FAKLIS	MAY23 CELL PHONE	07/13/23	63.77
V18902	KORY M SMITH	JUL23 CELL PHONE	07/26/23	61.35
V18886	MICHAEL A KILANOWSK	JUL23 CELL PHONE	07/19/23	61.21
V18850	JODY DESTHUBERT	MAY23 CELL PHONE	07/13/23	60.69
V18850	JODY DESTHUBERT	JUN23 CELL PHONE	07/13/23	60.69
393574	EMILY BIRKELAND	GLAX: STMA	07/13/23	59.00
393636	SARMA PONE	GLAX: STMA	07/13/23	59.00
393662	CENTURYLINK	VV 06/28/23-07/27/2	07/19/23	57.72
393567	ECM PUBLISHERS INC	JUN 1 SPEC MINUTES	07/13/23	57.60
393600	LAINEY MANIAK	GT&F: JV CHAMPIONSH	07/13/23	56.25

Check No.	Vendor	Description	Date	Amount
V18876	JASON W STEGEMAN	JUN23 CELL PHONE	07/13/23	55.26
V18872	SERENITY SEBESTA	JUN23 CELL PHONE	07/13/23	55.00
393721	JESSEN PRESS INC	BUSINESS CARDS: S.B	07/25/23	54.25
393672	JENNIFER LESSIN	UNCL PROP-LUNCH ACC	07/19/23	53.10
V18881	CHRISTINE AP YUSSEN	SUMMER CLASS SUPPLI	07/13/23	52.78
V18899	NORMAN F VANDERLIND	JUN23 CELL PHONE	07/25/23	52.62
393707	SHRED-IT USA	MAY23 - VV SHREDDIN	07/25/23	52.62
393557	CLAIRE SAFRANSKI	GT&F: JV CHAMPIONSH	07/13/23	52.50
V18862	ANNE MARIE LELAND	MAY23 CELL PHONE	07/13/23	52.42
WR3795	REVTRAK - WIRES ONL	REVTRAK FEES	06/07/23	52.31
V18865	LAURIE MCKAY	SUMMER CLASS SUPPLI	07/13/23	51.97
V18863	DERRICK J LIDSTONE	JUN23 CELL PHONE	07/13/23	50.60
393727	LRS OF MINNESOTA LL	CV 6/2-6/9	07/25/23	50.00
V18848	JANET M DAHL	MAY-JUN23 MILEAGE	07/13/23	49.78
393581	GRAINGER	CUTOFF WHEEL	07/13/23	49.74
V18888	LAURIE MCKAY	SUMMER CLASS SUPPLI	07/19/23	49.59
393544	ANOUSHA SHARMA	GT&F: JV CHAMPIONSH	07/13/23	48.75
393748	SCHMITT MUSIC COMPA	TUBA REPAIR	07/25/23	48.00
V18869	MICHAEL T PRETASKY	TABLE CLOTH DRY CLE	07/13/23	47.88
393721	JESSEN PRESS INC	BUSINESS CARDS: F.B	07/25/23	47.63
393721	JESSEN PRESS INC	BUSINESS CARDS: J.S	07/25/23	47.62
V18864	BRIAN MANTHE	MAY23 CELL PHONE	07/13/23	46.94
V18864	BRIAN MANTHE	JUN23 CELL PHONE	07/13/23	46.80
393814	SPS COMPANIES INC	COPPER PRESS CAP	07/31/23	45.50
V18842	NICHOLE M ALBERTSON	PARADE BUS DECORATI	07/12/23	45.41
V18861	SCOTT H HIPPIE	JUN23 CELL PHONE	07/13/23	45.19
393546	AYOMIDE AYELOMI	GT&F: JV CHAMPIONSH	07/13/23	45.00
393573	ELEANOR KNIFFEN	GT&F: JV CHAMPIONSH	07/13/23	45.00
V18858	ERIC D HAMILTON	JUN23 CELL PHONE	07/13/23	45.00
393621	OLIVIA BRINKMAN	GT&F: JV CHAMPIONSH	07/13/23	45.00
V18890	SHIRLEY A TOW-REINE	SUMMER CLASS SUPPLI	07/19/23	44.84
393541	ADVANCED IMAGING SO	CORNELIA 06/23	07/13/23	43.58
393639	SITEONE LANDSCAPE S	EHS - CRIMP CLAMP	07/13/23	43.55
393748	SCHMITT MUSIC COMPA	BARITONE REPAIR	07/25/23	43.00
393640	SOPHIA BRAUN	GT&F: JV CHAMPIONSH	07/13/23	41.25
V18882	KENDA J ZELLNER-SMI	MAY23 CELL PHONE	07/13/23	40.25
V18882	KENDA J ZELLNER-SMI	JUN23 CELL PHONE	07/13/23	40.25
393599	KINECT ENERGY, INC	ND - MAY23 SERVICES	07/13/23	40.10
393513	GENERAL SECURITY SE	CC - INTR MONITORIN	07/12/23	40.08
393513	GENERAL SECURITY SE	CN - INTR MONITORIN	07/12/23	40.08
393513	GENERAL SECURITY SE	HL - INTR MONITORIN	07/12/23	40.08
393513	GENERAL SECURITY SE	CV - INTR MONITORI	07/12/23	40.08
393513	GENERAL SECURITY SE	ECC - INTR MONITORI	07/12/23	40.08
393513	GENERAL SECURITY SE	EHS - INTR MONITORI	07/12/23	40.08
393513	GENERAL SECURITY SE	SV - INTR MONITORIN	07/12/23	40.08
393513	GENERAL SECURITY SE	VV - INTR MONITORIN	07/12/23	40.08
V18885	HEATHER K KALTHOFF	SUMMER CLASS SUPPLI	07/19/23	39.97
393581	GRAINGER	SCREWS, LOCK NUTS	07/13/23	39.48
V18852	AMY E FAIRWEATHER	MAY-JUN23 CELL PHON	07/13/23	39.20
V18902	KORY M SMITH	JUL23 MILEAGE	07/26/23	38.19
V18884	JULIE M GABRIELSON	JUL23 CELL PHONE	07/19/23	37.94
V18855	ELIZABETH GRASER	SUMMER CLASS SUPPLI	07/13/23	37.70
393595	JOSEPH KOCH III	BASEBALL: MINNETONK	07/13/23	37.50
V18889	ERIN E STONE	SUMMER CLASS SUPPLI	07/19/23	35.99
393526	PREMIUM WATERS INC	JUL23 HOT/COLD CNTR	07/12/23	35.95
V18871	DENNIS M SCHILDGEN	SUMMER CLASS SUPPLI	07/13/23	35.00
393802	INGCO INTERNATIONAL	ENGLISH TO HINDI TR	07/31/23	35.00
V18868	SAMUEL T PAULISON	GRADUATION EXPENSES	07/13/23	34.80
393541	ADVANCED IMAGING SO	VALLEYVIEW 06/23	07/13/23	34.58
V18883	EBONY GUMS	UNCL PROP-EMPLOYEE	07/19/23	34.07
393594	JONATHAN SPRAGUE	GT&F: JV CHAMPIONSH	07/13/23	33.75
393678	PREMIUM WATERS INC	WATER FOR DMTS	07/19/23	32.99
V18900	LYNNEA K WEST	HISTORY BOOKS	07/25/23	32.81

Check No.	Vendor	Description	Date	Amount
V18879	MELODY SUITE	MILEAGE 06/08/23	07/13/23	32.42
393683	TOBIE MEYER	UNCL PROP-LUNCH ACC	07/19/23	27.90
393775	GRAINGER	BOILER GAUGE	07/26/23	27.83
393593	JERRY'S HARDWARE	SPRING MUSICAL SUPP	07/13/23	27.33
V18879	MELODY SUITE	MILEAGE 06/08/23	07/13/23	26.66
393720	JERRY'S FOODS EDINA	OFFICE FOOD/TREATS	07/25/23	25.94
V18882	KENDA J ZELLNER-SMI	MILEAGE 05/18/23	07/13/23	24.63
V18882	KENDA J ZELLNER-SMI	MILEAGE 05/18/23	07/13/23	24.63
V18859	CLARIS A HANSSSEN	SPAIN TRIP EXPENSES	07/13/23	24.07
393784	PREMIUM WATERS INC	JUL23 COOLER RENTAL	07/26/23	24.00
393610	MENARDS - EDEN PRAI	WATER SOFTENER SALT	07/13/23	23.88
393664	COMCAST CABLE MANAG	JUL23 INTERNET FEES	07/19/23	19.90
V18879	MELODY SUITE	MAY23 CELL PHONE	07/13/23	19.51
V18879	MELODY SUITE	JUN23 CELL PHONE	07/13/23	19.51
V18878	ERIN E STONE	SUMMER CLASS SUPPLI	07/13/23	19.08
V18856	JANE H GRAVES	SUMMER CLASS SUPPLI	07/13/23	18.66
V18847	HANNAH CHRISTIANSON	ENVIRO JUSTICE CAMP	07/13/23	18.32
393513	GENERAL SECURITY SE	CS - INTR MONITORIN	07/12/23	17.95
393563	DELEGARD TOOL COMPA	WRENCH POUCH	07/13/23	17.42
V18874	LEAH SPELLMAN	SUMMER CLASS SUPPLI	07/13/23	17.39
V18847	HANNAH CHRISTIANSON	MILEAGE 06/04/23	07/13/23	15.79
V18847	HANNAH CHRISTIANSON	MILEAGE 06/04/23	07/13/23	15.79
V18847	HANNAH CHRISTIANSON	MILEAGE 06/05/23	07/13/23	15.79
V18847	HANNAH CHRISTIANSON	MILEAGE 06/05/23	07/13/23	15.79
V18847	HANNAH CHRISTIANSON	MILEAGE 06/06/23	07/13/23	15.79
V18847	HANNAH CHRISTIANSON	MILEAGE 06/06/23	07/13/23	15.79
V18847	HANNAH CHRISTIANSON	MILEAGE 06/07/23	07/13/23	15.79
V18847	HANNAH CHRISTIANSON	MILEAGE 06/07/23	07/13/23	15.79
V18853	TIMOTHY J FAKLIS	JUN23 MILEAGE	07/13/23	15.79
V18879	MELODY SUITE	MILEAGE 06/04/23	07/13/23	15.65
393576	FACTORY MOTOR PARTS	HEATER HOSE	07/13/23	15.46
393543	AMAZON CAPITAL SERV	50 PADS MINI STICKY	07/13/23	14.99
393593	JERRY'S HARDWARE	KEY BLANKS	07/13/23	13.44
393749	SCHOOL SPECIALTY, L	SHIPPING/HANDLING	07/25/23	11.58
V18880	ABIGAIL L WILFAHRT	JUN23 MILEAGE	07/13/23	10.22
V18884	JULIE M GABRIELSON	JUL23 CELL PHONE	07/19/23	9.48
393649	TOLL GAS & WELDING	CYLINDER DEMURRAGE	07/13/23	9.43
V18849	DANIEL W DEGENAAR	Q2 2023 941 FILING	07/13/23	7.45
V18892	CHRISTINE AP YUSSEN	SUMMER CLASS SUPPLI	07/19/23	6.98
V18879	MELODY SUITE	MILEAGE 05/25/23	07/13/23	5.17
V18879	MELODY SUITE	MILEAGE 05/25/23	07/13/23	5.17
V18847	HANNAH CHRISTIANSON	MILEAGE 06/02/23	07/13/23	5.04
V18847	HANNAH CHRISTIANSON	MILEAGE 06/23/23	07/13/23	4.45
V18879	MELODY SUITE	MILEAGE 05/31/23	07/13/23	4.06
V18879	MELODY SUITE	MILEAGE 05/31/23	07/13/23	4.06
393541	ADVANCED IMAGING SO	BUS GARAGE 06/23	07/13/23	4.02
393814	SPS COMPANIES INC	PASCO 2096 GASKET	07/31/23	2.98
393649	TOLL GAS & WELDING	CYLINDER DEMURRAGE	07/13/23	2.87
V18847	HANNAH CHRISTIANSON	MILEAGE 06/20/23	07/13/23	2.55
V18847	HANNAH CHRISTIANSON	MILEAGE 06/21/23	07/13/23	2.55
V18847	HANNAH CHRISTIANSON	MILEAGE 06/22/23	07/13/23	2.55
V18847	HANNAH CHRISTIANSON	MILEAGE 06/26/23	07/13/23	2.55
V18882	KENDA J ZELLNER-SMI	MILEAGE 05/18/23	07/13/23	2.49
V18882	KENDA J ZELLNER-SMI	MILEAGE 05/18/23	07/13/23	2.49
V18847	HANNAH CHRISTIANSON	MILEAGE 06/20/23	07/13/23	2.42
V18879	MELODY SUITE	MILEAGE 06/20/23	07/13/23	2.42
V18879	MELODY SUITE	MILEAGE 06/20/23	07/13/23	2.42
V18879	MELODY SUITE	MILEAGE 06/21/23	07/13/23	2.42
V18879	MELODY SUITE	MILEAGE 06/22/23	07/13/23	2.42
V18879	MELODY SUITE	MILEAGE 06/26/23	07/13/23	2.42
V18879	MELODY SUITE	MILEAGE 06/26/23	07/13/23	2.42
V18879	MELODY SUITE	MILEAGE 06/27/23	07/13/23	2.42
V18879	MELODY SUITE	MILEAGE 06/28/23	07/13/23	2.42

Check No.	Vendor	Description	Date	Amount
V18879	MELODY SUITE	MILEAGE 05/11/23	07/13/23	1.83
V18879	MELODY SUITE	MILEAGE 05/16/23	07/13/23	1.83
V18879	MELODY SUITE	MILEAGE 05/17/23	07/13/23	1.83
V18879	MELODY SUITE	MILEAGE 05/18/23	07/13/23	1.83
V18879	MELODY SUITE	MILEAGE 05/24/23	07/13/23	1.83
V18879	MELODY SUITE	MILEAGE 05/24/23	07/13/23	1.83
V18879	MELODY SUITE	MILEAGE 05/25/23	07/13/23	1.83
V18879	MELODY SUITE	MILEAGE 05/30/23	07/13/23	1.83
V18879	MELODY SUITE	MILEAGE 05/31/23	07/13/23	1.83
V18882	KENDA J ZELLNER-SMI	MILEAGE 05/05/23	07/13/23	1.64
V18882	KENDA J ZELLNER-SMI	MILEAGE 05/05/01	07/13/23	1.64
V18882	KENDA J ZELLNER-SMI	MILEAGE 04/03/23	07/13/23	1.64
V18882	KENDA J ZELLNER-SMI	MILEAGE 04/03/23	07/13/23	1.64
V18882	KENDA J ZELLNER-SMI	MILEAGE 05/02/23	07/13/23	1.64
V18882	KENDA J ZELLNER-SMI	MILEAGE 05/02/23	07/13/23	1.64
V18882	KENDA J ZELLNER-SMI	MILEAGE 04/04/23	07/13/23	1.64
V18882	KENDA J ZELLNER-SMI	MILEAGE 04/04/23	07/13/23	1.64
V18882	KENDA J ZELLNER-SMI	MILEAGE 05/05/23	07/13/23	1.11
V18882	KENDA J ZELLNER-SMI	MILEAGE 05/05/23	07/13/23	1.05
V18882	KENDA J ZELLNER-SMI	MILEAGE 05/18/23	07/13/23	1.05
V18847	HANNAH CHRISTIANSON	MILEAGE 06/14/23	07/13/23	0.33
V18882	KENDA J ZELLNER-SMI	MILEAGE 05/05/23	07/13/23	0.33
V18882	KENDA J ZELLNER-SMI	MILEAGE 05/18/23	07/13/23	0.33
393563	DELEGARD TOOL COMPA	WRENCH POUCH	07/13/23	(17.42)
384130	TOBIE MEYER	LUNCH ACCT REFUND	11/03/21	(27.90)
383434	EBONY GUMS	RESTORATIVE PRACTIC	09/22/21	(34.07)
383731	JENNIFER LESSIN	LUNCH ACCT REFUND	10/13/21	(53.10)
384345	ABBY COOPER	AUTHOR PRESENTATION	11/23/21	(100.00)
384355	CAMP FIRE MINNESOTA	FIELD TRIP	11/23/21	(500.00)
383346	MASE	MASE TRAINING - L.L	09/15/21	(700.00)
383346	MASE	MASE TRAINING - A.H	09/15/21	(700.00)
383346	MASE	MASE TRAINING - W.B	09/15/21	(700.00)
Total Value of Checks Issued				\$ 9,875,730.32



Board Meeting Date: 8/14/2023

Title: Electronic Fund Transfers – July 2023

Type: Consent

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

Background: Minn. Stat. § 471.38 requires a list of all transactions made by electronic funds transfer be submitted to the Board of Education at the next Regular Meeting after the transaction.

Recommendation: Authorize the electronic fund transfers as presented for the month of July 2023, in the amount of \$9,033,093.

Desired Outcomes from the Board: Compliance with Minn. Stat. § 471.38 Subd. 3a.

Attachment(s):

1. Electronic Fund Transfers – July 2023

Electronic Transfers

FOR THE MONTH ENDED JULY 31, 2023

From	To	Description	Date	Amount
US Bank - Checking	US Bank - Payroll	District Payroll	Multiple	\$ 3,980,001.16
US Bank - Checking	Internal Revenue Service	Federal Payroll Taxes	7/3/2023	713,894.27
US Bank - Checking	Internal Revenue Service	Federal Payroll Taxes	7/17/2023	716,184.81
US Bank - Checking	Internal Revenue Service	Federal Payroll Taxes	7/31/2023	725,333.17
US Bank - Checking	Minnesota Department of Revenue	State Payroll Taxes	7/5/2023	124,339.17
US Bank - Checking	Minnesota Department of Revenue	State Payroll Taxes	7/18/2023	117,100.85
US Bank - Checking	Delta Dental	Dental Claims	Multiple	88,156.35
US Bank - Checking	US Bank	Purchase Card Program	7/27/2023	147,578.77
US Bank - Checking	Benefit Extras	Flex & HAS Benefits	Multiple	101,221.11
US Bank - Checking	Payroll Vendors (TRA, EBC, MSRS, etc.)	Electronic Payments	Multiple	2,153,323.27
US Bank - Checking	Minnesota Department of Revenue	Sales & Use Tax Payment	7/24/2023	2,873.00
US Bank - Checking	Minnesota Department of Revenue	Unemployment Tax	7/18/2023	66,237.67
US Bank - Checking	Capital One Public Funding	Lease Payment	7/14/2023	96,076.16
US Bank - Checking	MSDLAF, VANCO, Other Electronic Fee Vendors	Service Fees	Multiple	773.53
Total of Electronic Fund Transfers				\$ 9,033,093.29

IV.H. Gifts and Bequests - July 2023



Board Meeting Date: 8/14/2023

Title: Gifts & Bequests – July 2023

Type: Consent

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

Description: The attached report lists monetary and in-kind gifts and bequests made to the District during the month of July, 2023. The gifts and bequests are in compliance with District policy and applicable state and federal laws.

Recommendation: Accept with appreciation gifts and bequests received by the District in July, 2023.

Desired Outcomes from the Board: Compliance with or awareness of District Policy 709 and Minn. Stat. § 123B.02 Subd. 6.

Attachments:

1. Gifts & Bequests – July 2023

Gifts & Bequests



FOR THE MONTH ENDED JULY 31, 2023

From	To	Description	Amount
ValleyView PTO	Valley View Middle Schools	MacPhail Composer Program	2,000.00
Concord PTO	Concord Elementary School	Read-a-Thon Ice Cream	480.00
Ed Fund	Countryside Elementary School	Student Support	700.00
Ed Fund	Normandale Elementary School	General Use	530.00
Blackbaud	Normandale Elementary School	General Matching Donation	80.00
Language and Friendship	Normandale Elementary School	Transportation for Field Trips	124.00
Anonymous Donor	Creek Valley Elementary	Leader In Me Program	15,000.00
Total Cash Donations			\$ 18,914.00
Total In-Kind Donations			\$ -
Total 2023-2024 School Year Gifts and Donations			\$ 18,914.00

IV.I. ISD 271 Tuition Agreement



Board Meeting Date: 8/14/2023

Title: Renewal of Inter-District Tuition Agreement for Comprehensive Virtual Programming

Type: Consent

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

Description: The District does not currently offer fully comprehensive virtual programming in grades Kindergarten through 8th grade. In order to offer a fully comprehensive option to students, the District entered into a tuition agreement with Independent School District No. 271, Bloomington, for the 2022-2023 school year. The District would like to continue this arrangement for the 2023-2024 school year.

Recommendation: Authorize the Director of Business Services to execute agreements necessary to enter the District into a comprehensive virtual programming tuition agreement with Independent School District No. 271.

Desired Outcomes from the Board: N/A

Attachments:

1. Tuition Agreement Between Independent School District No. 271 and Independent School District No. 273



ADMINISTRATIVE OFFICES
5701 Normandale Road
Edina, MN 55424
(952) 848-3900
www.edinaschools.org

August 14, 2023

The purpose of this letter is to establish an agreement between Independent School District No. 273 (“Edina”) and Independent School District No. 271 (Bloomington). The term of this agreement will run from July 1, 2023 through June 30, 2024.

Under this agreement, Edina may enroll students into Bloomington via tuition agreement. Students are subject to all Bloomington policies and procedures while attending school or activities in Bloomington.

Edina will compensate Bloomington based on the state aid, alternative program calculation from the Minnesota Department of Education within 30 days of receipt of an invoice at the end of the term.

2023-24 calculation:

- K-6 student - \$6,487.10 per student per year, \$3,243.55 per semester
- Gr 7-12 student - \$7,784.52 per student per year, \$3,892.26 per semester.

Bloomington will accept this compensation in lieu of claiming the student through the state MARSS system.

Bloomington designates John Weisser, Executive Director of Technology & Information Services to serve as the primary contact with Edina, Edina Virtual Pathway Coordinator Steven Cullison. The invoice will be sent to the attention of: Steven Cullison Edina Virtual Pathway Coordinator, 5701 Normandale Road, Edina, MN 55424

Independent School District No. 271

Date: _____

By: _____

Name: _____

Title: _____

Superintendent, Board Chairperson, or authorized designee

Independent School District No. 273

Date: _____

By: _____

Name: _____

Title: _____

Superintendent, Board Chairperson, or authorized designee

IV.J. DISH Network Easement Agreement



Board Meeting Date: 8/14/2023

Title: Easement Agreement – DISH Wireless LLC

Type: Consent

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

Description: The District was approached by DISH Wireless LLC to enter into a non-exclusive easement agreement for the installation of fiber-optic cabling and other related items on District property. The location of the installation will be at the Edina Community Center campus, specifically at Kuhlman Stadium.

The consideration paid to the District by DISH will be \$10,000.

Recommendation: Authorize the Director of Business Services to execute all agreements necessary to enter the District into an easement agreement with DISH Wireless LLC.

Desired Outcomes from the Board: N/A

Attachments:

1. Easement Agreement – DISH Wireless LLC & Independent School District No. 273

Upon Recording, Return to:

DISH Wireless L.L.C.
Attention: Lease Administration
5701 S Santa Fe Drive
Littleton, CO 80120
Re: MNMSP00054A

(Space above for Recorder's Office)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "**Agreement**") is made and entered into as of the ____ day of _____, 20__, (the "**Effective Date**") by and between Independent School District No. 273, also known as Edina Public School System, whose mailing address is 5701 Normandale Road, Edina, Minnesota 55424 (as "**Grantor**") and DISH Wireless L.L.C., a Colorado limited liability company, DISH having a place of business at 9601 South Meridian Boulevard, Englewood, Colorado 80112 (as "**DISH**"). Grantor and DISH are at times collectively referred to hereinafter as the "**Parties**" or individually as a "**Party**".

WHEREAS, Grantor is the owner of certain real property, more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the "**Property**"); and

WHEREAS, Grantor wishes to grant to DISH a non-exclusive easement, extending through and across a portion of the Property, for the purpose of ingress and egress and for the installation, use, operation, modification, maintenance and removal of utility lines, utility wires, fiber, cables, conduits, pipes and related communications equipment, either aboveground or underground, including, but not limited to, electrical, fiber connectivity, fiber-optic cabling and lines, underground coax cable, underground conduit, junction boxes and appurtenant equipment, along with other necessary utility services and personal property that may be installed from time to time (hereafter referred to as "**DISH's Improvements**").

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, Grantor agrees to grant an easement to DISH upon the following terms and conditions:

1. Easement. Grantor hereby grants to, and for the benefit of, DISH and DISH's successors and assigns, DISH's agents, employees, representatives, contractors, and invitees a non-exclusive appurtenant easement over, under, across and through a portion of the

Property, as more particularly described in **Exhibit B** attached hereto and incorporated herein, for the installation and maintenance of DISH's Improvements (the "**Easement**"). Grantor covenants not to do or permit any act or acts that unreasonably prevent or hinder DISH's use of the Easement for the aforementioned purpose, subject to the provisions set forth in this Agreement. All DISH Improvements shall be installed in compliance with applicable building codes as well as state and federal law. DISH is solely responsible for obtaining all necessary building permits and any other regulatory approval.

2. Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the "**Initial Term**") will commence on the first (1st) day of the month following the commencement of DISH's Installation (the "**Commencement Date**"), and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically renew for up to two (2) additional terms of sixty (60) months each (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**"). However, DISH may, in DISH's sole and absolute discretion, elect not to renew the Agreement the end of the then-current Term by giving Grantor written Notice at least ninety (90) days prior to the end of the then-current Term. The Parties agree that this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date. Within thirty (30) days after termination of this Easement Agreement for any reason, DISH shall remove all equipment installed within the Easement. Said removal shall be undertaken in a manner so as to return the Property to its original condition and without causing damage to any structure.
3. Consideration. In consideration of the rights granted herein, DISH shall pay the Easement Payment in the amount as set forth in **Exhibit C**, attached hereto and incorporated herein by reference. **Exhibit C** may be removed for recording purposes.
4. Maintenance. DISH shall maintain the Easement in a condition suitable for its use for the installation and maintenance of DISH's Improvements and without adversely impacting the Grantor's use of its Property and any structures or buildings thereon. DISH acknowledges that the Easement created herein follows the structure of existing bleachers, such that the conduit and cabling are physically attached to the bleachers above ground. Grantor reserves the right to modify and/or replace the bleachers during the term of this Easement as Grantor deems necessary or as required by law. In the event of such modification or replacement, the Parties shall endeavor to re-route the Easement in a manner that accomplishes the purpose of the Easement while not interfering with Grantor's use of its Property and equipment, including the bleachers. In that event, DISH is solely responsible for moving its equipment to the new easement location or, in the alternative, DISH may terminate this Agreement. If the Easement is otherwise damaged

or obstructed for a reason other than as set forth herein so as to render all or any part of the Easement substantially unusable for DISH's intended use, then DISH may terminate this Agreement, at DISH's option.

5. No Permanent Structures. Except as otherwise provided herein, Grantor, shall not construct or permit to be constructed, any building or other permanent structure upon the Easement(s), or make any permanent excavation, or permit any permanent excavation to be made upon the Easement(s).
6. Assignment. DISH may, at its discretion and upon written notification to Grantor, assign and delegate all or any portion of its rights and liabilities under this Agreement in connection to any third party without Grantor's consent. DISH shall be released from its obligations hereunder only with the prior written consent of Grantor.
7. Indemnification. To the extent allowed by law, Parties agree to indemnify, defend, and hold the Parties, their officers, agents, employees, contractors, or any other person or entity for whom is the Parties are legally responsible, harmless from and against any direct injury, loss, damage, or liability (or any claims in respect to the foregoing), costs or expenses (including reasonable attorney's fees and court costs) resulting from the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional acts or omissions of the Parties, their officers, employees, agents, contractors or any other person or entity from whom the Parties legally responsible.
8. Miscellaneous.
 - a. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both Parties.
 - b. Severability. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
 - c. Due Authorization. Each Party hereto represents and warrants that it has obtained all required consents and authorizations to enter into this Agreement.

- d. Binding Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the Parties.
- e. Governing Law. This Agreement shall be governed by the laws of the State in which the Property is located.

(Signatures appear on the following page. Remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

GRANTOR

Independent School District No. 273

By: _____

Name: _____

Title: _____

Date: _____

DISH

DISH Wireless L.L.C.

By: _____

Name: _____

Title: _____

Date: _____

STATE OF: _____

COUNTY OF: _____

On _____, 20____ before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____(SEAL)

Notary Public

Notary Public in the county of: _____ Notary Public acting in the county of: _____

My commission expires: _____

STATE OF: _____

COUNTY OF: _____

On _____, 20____ before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____(SEAL)

Notary Public

Notary Public in the county of: _____ Notary Public acting in the county of: _____

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Address: 5701 Normandale Road, Minneapolis, MN 55424

Parcel ID: 1902824230001

Legal Description:

The following described land situated in the County of Hennepin and State of Minnesota:

Land lying in Section 19, Township 28, Range 24 described as follows: That part of the Southwest one-quarter of the Northwest one-quarter and that part of the Northwest one-quarter of the Southwest one-quarter of Section 19, Township 28, Range 24 described as follows: Commencing at the intersection of the South line of Southview Lane as now laid out and opened and the East line of the Southwest one-quarter of the Northwest one-quarter; thence West along the South line of said Southview Lane to the West line of said Section; thence South along the West line of said Section to a point 883.4 feet North of the Southwest corner of the Northwest one-quarter of the Southwest one-quarter of said Section; thence South 89 degrees and 52 minutes East 228.4 feet to the center of County Road; thence South 26 minutes West along the center of said road 100 feet; thence South 19 degrees 14 minutes West 100 feet; thence South 34 degrees 48 minutes West to a point of intersection with the North line of the South 20 acres of said Northwest one-quarter of Southwest one-quarter; thence East along said latter line to a point 839 feet West of the East line of the said Northwest one-quarter of the Southwest one-quarter thence North parallel to the East line of said quarter-quarter to the South line of the North 15 acres of said quarter-quarter; thence East along the South line of the said North 15 acres 150 feet; thence South parallel to the East line of said quarter-quarter to the North line of the South 20 acres of the said quarter-quarter; thence West to the West line of the East 4.58 acres of the North 10 acres of the South 20 acres of said quarter-quarter; thence South along the West line of the said East 4.58 acres to the South line of the said East 4.58 acres of the North 10 acres of the South 20 acres; thence East along the South line of the East 4.58 acres to the East line of the Northwest one-quarter of the Southwest one-quarter of said Section 19; thence North along the East line of Northwest one-quarter of the Southwest one-quarter and the East line of the Southwest one-quarter of the Northwest one-quarter of said Section to the point of beginning EXCEPT THAT PART which lies Westerly of the following described line:

Beginning at the Northeast corner of Lot 4, Block 2, School Manor; thence run Northerly on the Northerly extension of the East line of said Lot 4 to its intersection with a line run parallel with and distant 40 feet Northerly of the South line of West 59th Street; thence run Westerly to a point on a line run parallel with and distant 270 feet Easterly of the West line of said Section 19 distant 25 feet Northerly of its intersection with said 40 foot parallel line; thence run North to a

point distant 270 feet Easterly (measured at right angles) of a point on the West line of said Section 19 distant 515 feet South of the West quarter corner thereof; thence run Northwesterly to a point distant 215 feet Easterly (measured at right angles) of a point on the West line of said Section 19, distant 320 feet South of the West quarter corner thereof; thence run Northeasterly to a point distant 285 feet Easterly (measured at right angles) of a point on the West line of said Section 19 distant 215 feet South of the West quarter corner thereof; thence run Northwesterly to a point distant 205 feet Easterly (measured at right angles) of a point on the West line of said Section 19 distant 40 feet South of the West quarter corner thereof; thence run Northerly to a point distant 205 feet Easterly (measured at right angles) of a point on the West line of said Section 19 distant 70 feet North of the West quarter corner thereof; thence run Westerly to a point distant 180 feet Easterly (measured at right angles) of a point on the West line of said Section 19 distant 70 feet North of the West quarter corner thereof; thence run Northwesterly to a point distant 165 feet Easterly (measured at right angles) of a point on the West line of said Section 19 distant 170 feet North of the West quarter corner thereof; thence run Northerly parallel with the West line of said Section 19 for 430 feet; thence deflect to the right at an angle of 90 degrees for 35 feet; thence run Northeasterly to a point distant 235 feet Easterly (measured at right angles) of a point on the West line of said Section 19 distant 625 feet North of the West quarter corner thereof; thence run Northerly parallel with the West line of said Section 19 for 30 feet; thence deflect to the right at an angle of 90 degrees for 45 feet; thence run Northerly parallel with the West line of said Section 19 to an intersection with the South line of Southview Lane and there terminating.

Torrens Certificate #: 466019

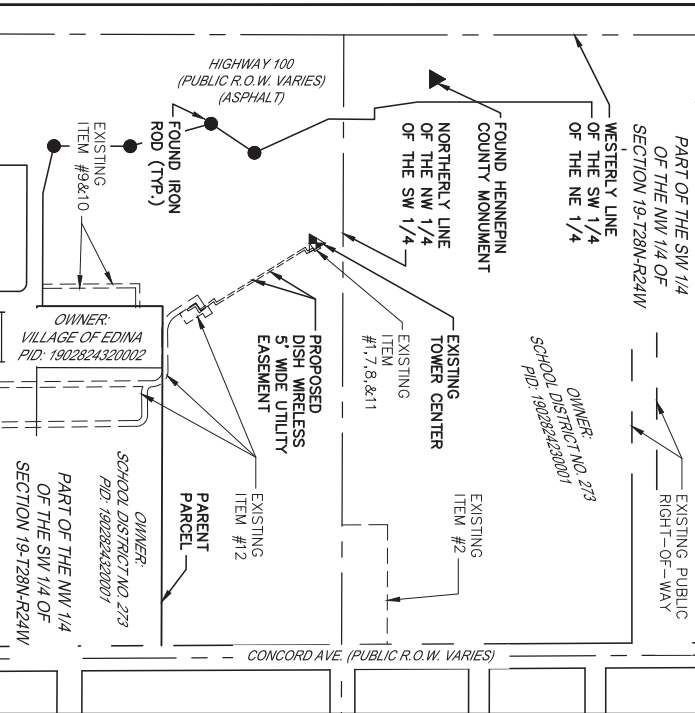
Parcel ID#: 1902824230001

NOTE: The legal description provided herein also includes Parcel ID Nos. 1902824320001 and 1902824320004, but this parcels were not specifically searched and are not intended to be described on this report.

This being the same property certified to the Independent School District #17 a Minnesota corporation by the Registrar of Titles in and for the County of Hennepin County and State of Minnesota per Certificate of Title 466019.

EXHIBIT B
SURVEY OF EASEMENT

(See Attached)



DESCRIPTION OF PARENT PARCEL

SEE SHEET SUR-4

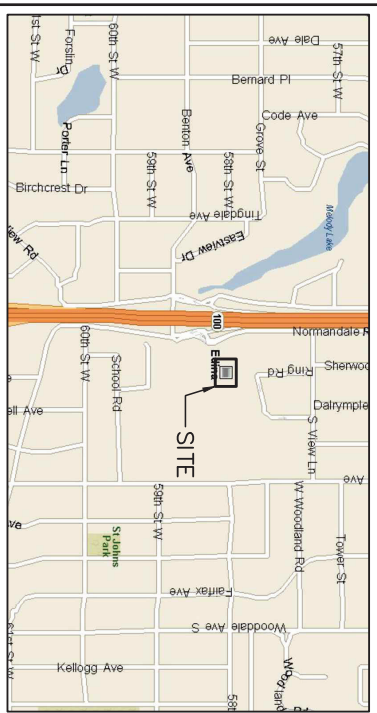
EASEMENTS AND RESTRICTIONS

SEE SHEET SUR-4

PARENT PARCEL

SCALE: 1"=300'

SECTION 19, TOWNSHIP 28 NORTH, RANGE 24 WEST
EDINA, HENNEPIN COUNTY, MINNESOTA



VICINITY MAP

SCALE: NONE



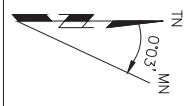
SITE SURVEY

PROPERTY OWNERS: INDEPENDENT SCHOOL DISTRICT #17
(AKA INDEPENDENT SCHOOL DISTRICT #273)

TN=TRUE NORTH
MN=MAGNETIC NORTH
(MAGNETIC DECLINATION TAKEN FROM NATIONAL GEODETIC SURVEY WEB SITE FOR THIS AREA, 06/07/2023) CHANGING BY 0.3° W/YEAR (PLUS OR MINUS 0.25°)

GEOGRAPHIC COORDINATES

LATITUDE:	44°53'52.52"	44.897922°	NAD83
LONGITUDE:	93°20'53.14"	-93.348094°	NAD83
SITE ELEVATION:	913 FEET		NAVD88



UTILITY NOTE

THE LOCATIONS OF UTILITY MAINS, STRUCTURES, AND SERVICE CONNECTIONS PLOTTED ON THIS DRAWING ARE APPROXIMATE ONLY AND WERE OBTAINED FROM RECORDS MADE AVAILABLE TO SURVEYOR. THERE MAY BE OTHER EXISTING UTILITY MAINS, STRUCTURES, AND SERVICE CONNECTIONS NOT KNOWN TO SURVEYOR AND NOT SHOWN ON THIS DRAWING.

GENERAL NOTES

THIS PARCEL IS ZONED R-1-SINGLE DWELLING UNIT. CITY OF EDINA JURISDICTION.
SETBACKS: FRONT = 30'; REAR = 15'; SIDE = 10'.

ACCORDING TO THE FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 2705300363F, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND WITH AN EFFECTIVE DATE OF 11/04/2016, THIS SITE APPEARS TO BE LOCATED IN ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN). TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SURVEYOR UTILIZED THE ABOVE REFERENCED FLOODPLAIN PANEL FOR THIS DETERMINATION. FURTHERMORE, THE SURVEYOR DOES NOT CERTIFY THAT REVISED FLOODPLAIN INFORMATION HAS BEEN PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY OR SOME OTHER SOURCE.

A FULL BOUNDARY SURVEY WAS NOT PERFORMED ON THE PARENT PARCEL SHOWN ON THIS SHEET. ONLY MONUMENTS SHOWN AS "FOUND" WERE USED TO DESCRIBE THE EASEMENTS AND LEASE AREA.

THIS SURVEY WAS PREPARED WITH THE AID OF A TITLE COMMITMENT, PREPARED BY TOWER TITLE COMPANY, AS FILE NUMBER DISH-151166-PR, WITH AN EFFECTIVE DATE OF 04/05/2023, WHICH SHOWS DEEDS, CHAIN OF TITLE, TAXES, AND EASEMENTS OF RECORD OF DESCRIBED PARENT PARCEL.

TOWER INFORMATION	
EXISTING TOWER TYPE	HEIGHT
SELF-SUPPORT	87.0'

SURVEYORS NOTES

BEARINGS ARE BASED ON THE MINNESOTA STATE PLANE COORDINATE SYSTEM, HENNEPIN COUNTY ZONE (MINNESOTA DOT) FROM GPS EQUIPMENT.

SITE BENCHMARK:

FOUND IRON ROD ON THE EASTERLY RIGHT-OF-WAY LINE OF NORMANDALE RD, 284 FEET SOUTHWEST OF EXISTING TOWER CENTER.
-ELEVATION=913.67' (NAVD 88)

REGISTERED LAND SURVEYOR
MINNESOTA

ROSS R. WAHRE
45334

DATE: 02/12/23

NAME: ROSS R. WAHRE

LICENSE NUMBER: 45334

DATE: 02/12/23

MY LICENSE RENEWAL DATE IS: JUNE 30, 2024

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SCALE:
SUR-1, SUR-2, SUR-3, SUR-4

MINMSP00054A
5701 NORMANDALE ROAD
EDINA, MN 55424-HENNEPIN COUNTY
PROPOSED UTILITY EASEMENT

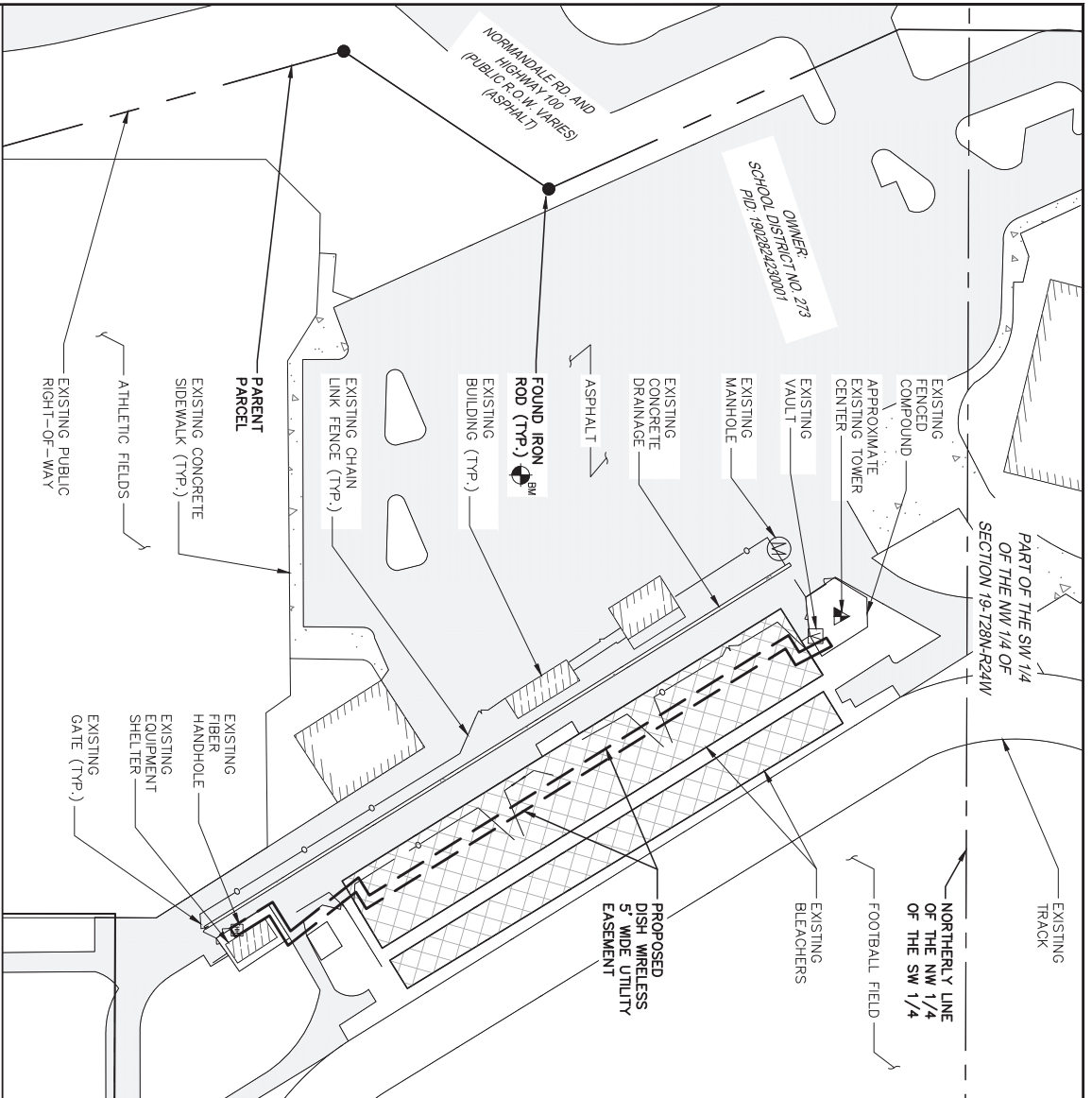
PROJ #: 23-14-06 DWG BY: DKC CHKD BY: WCB

A	05/23/23	50% INT. REVIEW	DKC
B	06/08/23	90% INT. REVIEW	DKC
C	06/22/23	FINALS	DKC



SHEET NUMBER
SUR-1

SHEET TITLE
SITE SURVEY



SITE PLAN

SCALE: 1" = 60'

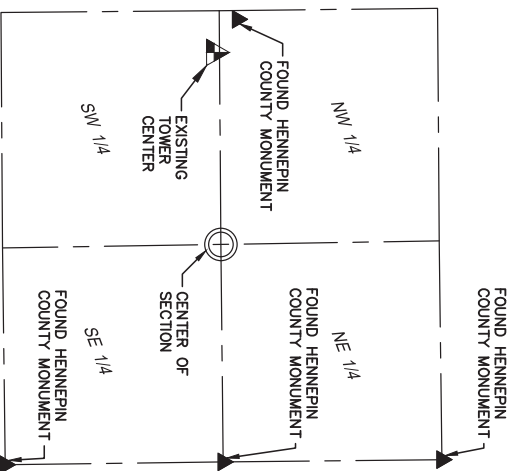


GENERAL LEGEND

- TOWER CENTERLINE
- VAULT BOX
- MANHOLE
- BENCHMARK
- HANDHOLE



EXISTING STRUCTURE



SECTION 19 - T28N - R24W

SCALE: 1" = 1500'



A	05/23/23	50% INT. REVIEW	DKC
B	06/08/23	90% INT. REVIEW	DKC
C	06/22/23	FINALS	DKC



MNMSPP00054A
 5701 NORMANDALE ROAD
 EDINA, MN 55424—HENNEPIN COUNTY
 PROPOSED UTILITY EASEMENT

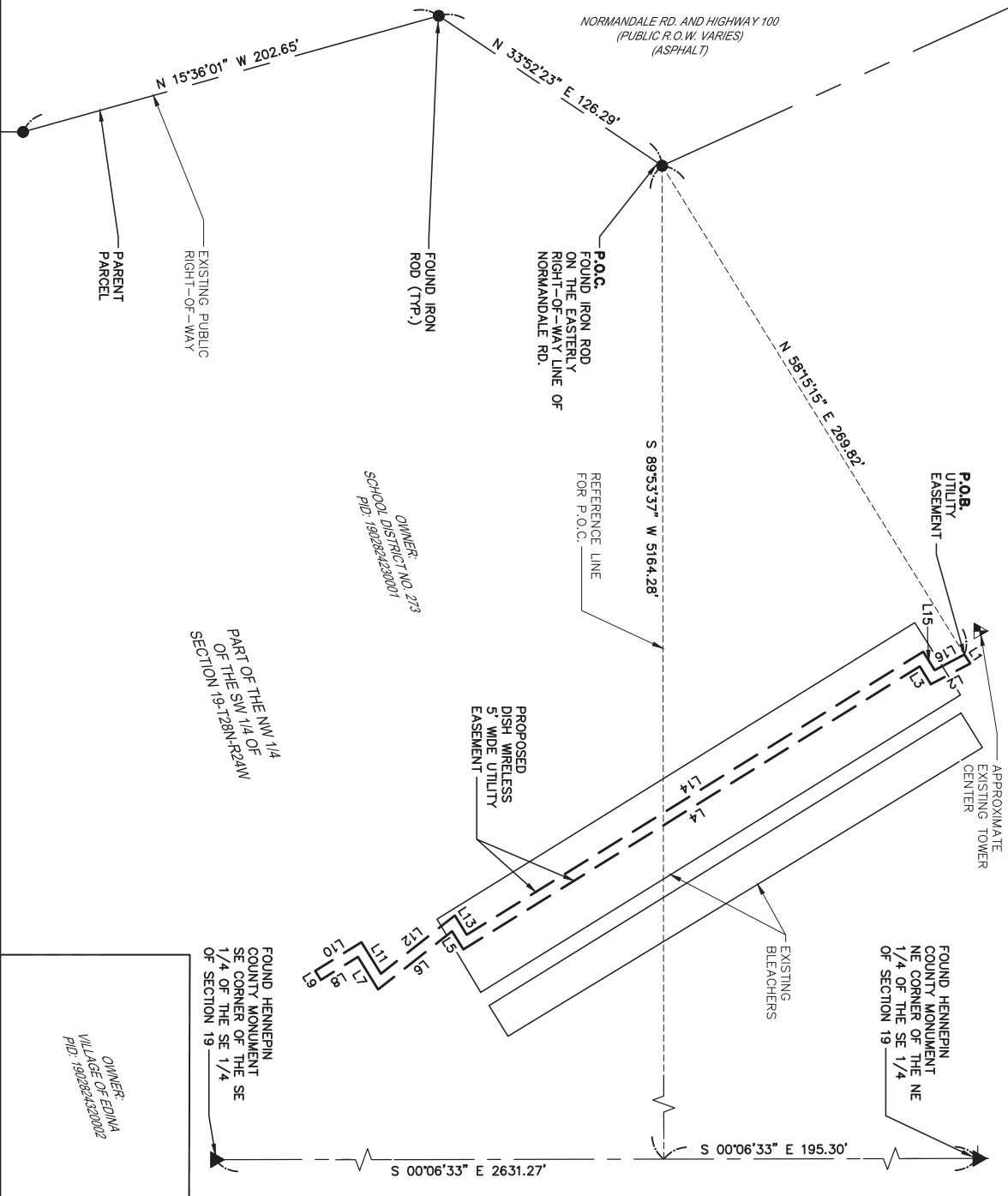
PROJ #: 23-14-06 DWG BY: DKC CHKD BY: WCB

SHEET NUMBER: **SUR-2**

SHEET TITLE: **SITE PLAN**

PROPOSED UTILITY EASEMENT LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 56°57'18" E	5.02'
L2	S 27°40'15" E	20.92'
L3	S 58°11'50" W	9.86'
L4	S 31°48'10" E	252.15'
L5	S 58°11'50" W	10.06'
L6	S 38°11'48" E	44.16'
L7	S 58°11'50" W	17.97'
L8	S 31°48'10" E	20.51'
L9	S 58°11'50" W	5.00'
L10	N 31°48'10" W	25.51'
L11	N 58°11'50" E	17.38'
L12	N 38°11'48" W	44.16'
L13	N 58°11'50" E	10.65'
L14	N 31°48'10" W	252.15'
L15	N 58°11'50" E	10.21'
L16	N 27°40'15" W	15.80'

- LEGEND**
- ▲ FOUND SECTION CORNER (AS NOTED)
 - FOUND IRON PIN (AS NOTED)
 - ◇ CALCULATED POINT (AS NOTED)
 - XX'XX" MEASURED DISTANCE
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - (C) CALCULATED DISTANCE
 - (R) RECORDED DISTANCE



LEASE AREA & EASEMENTS

SCALE: 1"=50'



SHEET TITLE LEASE AREA & EASEMENTS SUR-3	MNMSP00054A 5701 NORMANDEALE ROAD EDINA, MN 55424—HENNEPIN COUNTY PROPOSED UTILITY EASEMENT	A 05/23/23 50% INT. REVIEW DKC B 06/08/23 90% INT. REVIEW DKC C 06/22/23 FINALS DKC		
	PROJ #: 23-14-06	DWG BY: DKC		

DESCRIPTION OF PARENT PARCEL

(PER CERTIFICATE OF TITLE RECORDED IN THE HENNEPIN COUNTY REGISTRAR OF TITLES OFFICE PER CERTIFICATE OF TITLE 466019.)

LAND LYING IN SECTION 19, TOWNSHIP 28, RANGE 24 DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER AND THAT PART OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 19, TOWNSHIP 28, RANGE 24 DESCRIBED AS FOLLOWS, COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHWEST LANE AS NOW Laid OUT AND OPENED AND THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST LANE TO THE WEST LINE OF SAID SECTION, THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION TO A POINT 883.4 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION, THENCE SOUTH 89 DEGREES AND 52 MINUTES EAST 228.4 FEET TO THE CENTER OF SAID COUNTY ROAD, THENCE SOUTH 28 MINUTES WEST 100 FEET TO THE CENTER OF SAID ROAD 100 FEET, THENCE SOUTH 19 DEGREES 14 MINUTES WEST 100 FEET; THENCE SOUTH 34 DEGREES 48 MINUTES WEST TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 20 ACRES OF SAID NORTHWEST ONE-QUARTER OF SOUTHWEST ONE-QUARTER; THENCE EAST ALONG SAID LATTER LINE TO A POINT 839 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER THENCE NORTH PARALLEL TO THE EAST LINE OF SAID QUARTER-QUARTER TO THE SOUTH LINE OF THE NORTH 15 ACRES OF SAID QUARTER-QUARTER; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID QUARTER-QUARTER TO THE NORTH LINE OF THE SOUTH 20 ACRES OF THE SAID QUARTER-QUARTER; THENCE WEST TO THE WEST LINE OF THE EAST 4.58 ACRES OF THE NORTH 10 ACRES OF THE SOUTH 20 ACRES OF SAID QUARTER-QUARTER; THENCE SOUTH ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER TO THE NORTH LINE OF THE SAID EAST 4.58 ACRES OF THE SOUTH 20 ACRES; THENCE EAST ALONG THE SOUTH LINE OF THE EAST 4.58 ACRES TO THE EAST LINE OF THE SOUTH 20 ACRES OF SAID QUARTER-QUARTER; THENCE SOUTH ALONG THE SOUTH LINE OF THE EAST 4.58 ACRES TO THE EAST LINE OF THE SOUTH 20 ACRES OF SAID QUARTER-QUARTER; THENCE EAST ALONG THE SOUTH LINE OF THE SOUTH 20 ACRES TO THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 19; THENCE NORTH ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER AND ONE-QUARTER OF SAID SECTION TO THE POINT OF BEGINNING EXCEPT THAT PART WHICH LIES WESTERLY OF THE FOLLOWING DESCRIBED LINE:



BEGINNING AT THE NORTHEAST CORNER OF LOT 4, BLOCK 2, SCHOOL MANOR; THENCE RUN NORTHERLY ON THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 4 TO ITS INTERSECTION WITH A LINE RUN PARALLEL WITH AND DISTANT 40 FEET NORTHERLY OF THE SOUTH LINE OF WEST 59TH STREET; THENCE RUN WESTERLY TO A POINT ON A LINE RUN PARALLEL WITH AND DISTANT 270 FEET EASTERLY OF THE WEST LINE OF SAID SECTION 19; DISTANT 25 FEET NORTHERLY OF ITS INTERSECTION WITH SAID 40 FOOT PARALLEL LINE; THENCE RUN NORTH TO A POINT DISTANT 270 FEET EASTERLY (MEASURED AT RIGHT ANGLES) OF A POINT ON THE WEST LINE OF SAID SECTION 19; DISTANT 515 FEET SOUTH OF THE WEST QUARTER CORNER THEREOF; THENCE RUN NORTHWESTERLY TO A POINT DISTANT 215 FEET EASTERLY (MEASURED AT RIGHT ANGLES) OF A POINT ON THE WEST LINE OF SAID SECTION 19; DISTANT 320 FEET SOUTH OF THE WEST QUARTER CORNER THEREOF; THENCE RUN NORTHEASTERLY TO A POINT DISTANT 286 FEET EASTERLY (MEASURED AT RIGHT ANGLES) OF A POINT ON THE WEST LINE OF SAID SECTION 19; DISTANT 215 FEET SOUTH OF THE WEST QUARTER CORNER THEREOF; THENCE RUN NORTHWESTERLY TO A POINT DISTANT 205 FEET EASTERLY (MEASURED AT RIGHT ANGLES) OF A POINT ON THE WEST LINE OF SAID SECTION 19; DISTANT 40 FEET SOUTH OF THE WEST QUARTER CORNER THEREOF; THENCE RUN NORTHERLY TO A POINT DISTANT 205 FEET EASTERLY (MEASURED AT RIGHT ANGLES) OF A POINT ON THE WEST LINE OF SAID SECTION 19; DISTANT 170 FEET NORTH OF THE WEST QUARTER CORNER THEREOF; THENCE RUN NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 19 FOR 430 FEET; THENCE DEFLECT TO THE RIGHT AT AN ANGLE OF 90 DEGREES FOR 35 FEET; THENCE RUN NORTHEASTERLY TO A POINT DISTANT 225 FEET EASTERLY (MEASURED AT RIGHT ANGLES) OF A POINT ON THE WEST LINE OF SAID SECTION 19; DISTANT 625 FEET NORTH OF THE WEST QUARTER CORNER THEREOF; THENCE RUN NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 19 FOR 30 FEET; THENCE DEFLECT TO THE RIGHT AT AN ANGLE OF 90 DEGREES FOR 45 FEET; THENCE RUN NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 19 TO AN INTERSECTION WITH THE SOUTH LINE OF SOUTHWEST LANE AND THERE TERMINATING.

EASEMENTS AND RESTRICTIONS

- MEMORANDUM OF AGREEMENT DATED NOVEMBER 23, 1998 AND RECORDED DECEMBER 21, 1998 IN INSTRUMENT NO. 3099627 - AFFECTED BY (A/N) MEMORANDUM OF AGREEMENT TO SITE AGREEMENT DATED DECEMBER 3, 2010 AND RECORDED MARCH 29, 2011 IN INSTRUMENT NO. 14846338. (AS SHOWN ON SUR-1, EXISTING LEASE PLOTTED, DISCREPANCY IN ACCESS EASEMENT DESCRIPTION WHICH WAS NOT PLOTTED)
- EASEMENT FOR STORM SEWER DATED MAY 19, 2020 AND RECORDED JUNE 7, 2004 IN INSTRUMENT NO. T3972249 (AS SHOWN ON SUR-1)
- DECLARATION DATED MAY 18, 2004 AND RECORDED AUGUST 16, 2004 IN INSTRUMENT NO. T4003937. (NOT PLOTTABLE)
- EASEMENT FOR UTILITY PURPOSES DATED JUNE 1, 2006 AND RECORDED JUNE 8, 2006 IN INSTRUMENT NO. 8809150. (AS SHOWN ON SUR-1)
- EASEMENT FOR UTILITY PURPOSES DATED JUNE 28, 2006 AND RECORDED JULY 17, 2006 IN INSTRUMENT NO. T4282767. (NOT PLOTTABLE)
- RESOLUTION NO. 2009-29 DATED MARCH 3, 2009 AND RECORDED MAY 13, 2009 IN INSTRUMENT NO. T4644248. (NOT PLOTTABLE)
- MEMORANDUM OF AGREEMENT DATED DECEMBER 3, 2010 AND RECORDED MARCH 29, 2011 IN INSTRUMENT NO. T4846338 - AFFECTED BY (A/N) ASSIGNMENT AND ASSUMPTION OF AGREEMENT DATED FEBRUARY 19, 2011 AND RECORDED MARCH 29, 2011 IN INSTRUMENT NO. T4846337. (AS SHOWN ON SUR-1, EXISTING LEASE PLOTTED, DISCREPANCY IN ACCESS EASEMENT DESCRIPTION WHICH WAS NOT PLOTTED)
- MEMORANDUM OF SITE SUBLEASE AND ASSIGNMENT DATED DECEMBER 3, 2010 AND RECORDED MARCH 29, 2011 IN INSTRUMENT NO. T4846339 - AFFECTED BY (A/N) RECONSTRUCTION AGREEMENT DATED FEBRUARY 8, 2011 AND RECORDED MARCH 29, 2011 IN INSTRUMENT NO. T4846340. (AS SHOWN ON SUR-1, EXISTING LEASE PLOTTED, DISCREPANCY IN ACCESS EASEMENT DESCRIPTION WHICH WAS NOT PLOTTED)
- GROUND LEASE AND EASEMENT AGREEMENT DATED FEBRUARY 27, 2014 AND RECORDED MARCH 2, 2014 IN INSTRUMENT NO. T05155441 - AFFECTED BY (A/N) FIRST AMENDMENT TO THE GROUND LEASE AND EASEMENT AGREEMENT DATED JULY 29, 2014 AND RECORDED AUGUST 1, 2014 IN INSTRUMENT NO. T05188873. (AS SHOWN ON SUR-1)
- LEASE-PURCHASE AGREEMENT DATED FEBRUARY 27, 2014 AND RECORDED MARCH 3, 2014 IN INSTRUMENT NO. T05155442 - AFFECTED BY (A/N) FIRST AMENDMENT TO THE LEASE-PURCHASE AGREEMENT DATED JULY 29, 2014 AND RECORDED AUGUST 1, 2014 IN INSTRUMENT NO. T05188874. (AS SHOWN ON SUR-1)
- TERMS AND CONDITIONS OF AN UNRECORDED SUBLEASE, AS EVIDENCED BY (A/N) MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT DATED AUGUST 17, 2016 AND RECORDED OCTOBER 24, 2016 IN INSTRUMENT NO. T05292888. (AS SHOWN ON SUR-1, EXISTING LEASE PLOTTED, DISCREPANCY IN ACCESS EASEMENT DESCRIPTION WHICH WAS NOT PLOTTED)
- EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT DATED JUNE 11, 2020 AND RECORDED JULY 14, 2020 IN INSTRUMENT NO. T09726073. (AS SHOWN ON SUR-1)

DESCRIPTION OF PROPOSED UTILITY EASEMENT

- A 5 FOOT WIDE PARCEL OF LAND, BEING A PART OF AND LYING ENTIRELY WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, OF SECTION 19, TOWNSHIP 28 NORTH, RANGE 24 WEST, HENNEPIN COUNTY, MINNESOTA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
- COMMENCING** AT A FOUND IRON ROD ON THE EASTERLY RIGHT-OF-WAY LINE OF NORMANDALE RD;
- THENCE NORTH 58°15'15" EAST, A DISTANCE OF 269.82 FEET, TO THE **POINT-OF-BEGINNING**;
- THENCE NORTH 56°57'18" EAST, A DISTANCE OF 5.02 FEET (L1);
- THENCE SOUTH 27°40'15" EAST, A DISTANCE OF 20.92 FEET (L2);
- THENCE ASCENDING VERTICAL FROM THE GROUND APPROXIMATELY 7 FEET MORE OR LESS HAVING AN ELEVATION OF 920 FEET (NAD88);
- THENCE SOUTH 58°11'50" WEST, A DISTANCE OF 9.86 FEET (L3), WHILE ASCENDING VERTICALLY APPROXIMATELY 4 FEET MORE OR LESS ALONG THE COURSE OF THE CALL HAVING AN ELEVATION OF 924 FEET (NAD88) AT THE END OF SAID COURSE;
- THENCE SOUTH 31°48'10" EAST, A DISTANCE OF 252.15 FEET (L4);
- THENCE SOUTH 58°11'50" WEST, A DISTANCE OF 10.06 FEET (L5), WHILE ASCENDING VERTICALLY APPROXIMATELY 6 FEET MORE OR LESS ALONG THE COURSE OF THE CALL HAVING AN ELEVATION OF 930 FEET (NAD88) AT THE END OF SAID COURSE;
- THENCE DESCENDING VERTICAL TO THE GROUND APPROXIMATELY 17 FEET MORE OR LESS HAVING AN ELEVATION OF 913 FEET (NAD88);
- THENCE SOUTH 38°11'48" EAST, A DISTANCE OF 44.16 FEET (L6);
- THENCE SOUTH 58°11'50" WEST, A DISTANCE OF 17.97 FEET (L7);
- THENCE SOUTH 31°48'10" EAST, A DISTANCE OF 20.51 FEET (L8);
- THENCE SOUTH 58°11'50" WEST, A DISTANCE OF 5.00 FEET (L9);
- THENCE NORTH 31°48'10" WEST, A DISTANCE OF 25.51 FEET (L10);
- THENCE NORTH 58°11'50" EAST, A DISTANCE OF 17.38 FEET (L11);
- THENCE NORTH 38°11'48" WEST, A DISTANCE OF 44.16 FEET (L12);
- THENCE ASCENDING VERTICAL FROM THE GROUND APPROXIMATELY 17 FEET MORE OR LESS HAVING AN ELEVATION OF 930 FEET (NAD88);
- THENCE NORTH 58°11'50" EAST, A DISTANCE OF 10.65 FEET (L13), WHILE DESCENDING VERTICALLY APPROXIMATELY 6 FEET MORE OR LESS ALONG THE COURSE OF THE CALL HAVING AN ELEVATION OF 924 FEET (NAD88) AT THE END OF SAID COURSE;
- THENCE NORTH 31°48'10" WEST, A DISTANCE OF 252.15 FEET (L14);
- THENCE NORTH 58°11'50" EAST, A DISTANCE OF 10.21 FEET (L15), WHILE DESCENDING VERTICALLY APPROXIMATELY 4 FEET MORE OR LESS ALONG THE COURSE OF THE CALL HAVING AN ELEVATION OF 920 FEET (NAD88) AT THE END OF SAID COURSE;
- THENCE DESCENDING VERTICAL TO THE GROUND APPROXIMATELY 7 FEET MORE OR LESS HAVING AN ELEVATION OF 913 FEET (NAD88);
- THENCE NORTH 27°40'15" WEST, A DISTANCE OF 15.80 FEET (L16), TO THE **POINT-OF-BEGINNING**;
- CONTAINING 1.879 SQUARE FEET (0.04 ACRES) MORE OR LESS.
- SUBJECT TO INGRESS AND EGRESS, OVERHEAD POWER LINE, AND ALL EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD, IF ANY.

<p>MNMSP00054A 5701 NORMANDALE ROAD EDINA, MN 55424--HENNEPIN COUNTY PROPOSED UTILITY EASEMENT</p>	<p>PROJ #: 23-14-06</p>	<p>DWG BY: DKC</p>	<p>CHKD BY: WCB</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">A</td> <td style="width:10%;">05/23/23</td> <td style="width:40%;">50% INT. REVIEW</td> <td style="width:10%;">DKC</td> </tr> <tr> <td>B</td> <td>06/08/23</td> <td>90% INT. REVIEW</td> <td>DKC</td> </tr> <tr> <td>C</td> <td>06/22/23</td> <td>FINALS</td> <td>DKC</td> </tr> </table>	A	05/23/23	50% INT. REVIEW	DKC	B	06/08/23	90% INT. REVIEW	DKC	C	06/22/23	FINALS	DKC		
A	05/23/23	50% INT. REVIEW	DKC															
B	06/08/23	90% INT. REVIEW	DKC															
C	06/22/23	FINALS	DKC															
<p>SHEET NUMBER SUR-4</p>	<p>SHEET TITLE DESCRIPTIONS</p>																	

TO BE REMOVED PRIOR TO RECORDING

EXHIBIT C

CONSIDERATION

In accordance with Section 3 of this Agreement, DISH shall make to Grantor a one-time lump sum payment in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) ("**Easement Payment**"). The Easement Payment shall be made to Grantor within sixty (60) days of the Commencement Date. Grantor shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to making the Easement Payment or any other amount(s) due under this Agreement. In addition, DISH shall pay to Grantor a one-time payment of Five Thousand and 00/100 Dollars (\$5,000.00) ("**Signing Bonus**") within sixty (60) days of the Effective Date, provided this Agreement is executed by Grantor by August 31, 2023.

IV.K. Board Liaison Roles



Board Meeting Date: 8/14/23

Title: Board Committee Appointments, Liaisons, Representatives

Type: Consent

Presenter(s): Board Chair Erica Allenburg

Description: Liaison and representative positions are recommended by the Board Chair in accordance with Policies 213 and 216, and were discussed at the Board's July 17 work session.

Recommendation: Approve the suggested 2023-2024 School Board committee appointments, liaisons, and representatives.

Desired Outcome(s) from the Board: Approve the 2023-2024 School Board committee appointments, liaisons, and representatives.

Attachment(s): [Board committee appointments, liaisons and representative positions for 2023-2024.](#)

	2023-2024 School Year Proposal	2022-2023 Board Assignment	Proposed 2023-2024 Board Assignment
ASSOCIATIONS			
AMSD	One board member attends AMSD meetings monthly and ongoing representation	Julie Greene	Julie Greene
MSBA	One board member attends MSBA meetings monthly and ongoing representation	Dan Arom	Dan Arom
GROUPS			
Ed Fund	One board member attends Ed Fund meeting (twice yearly), ongoing representation as needed	Karen Gabler	Karen Gabler
Talent Development Advisory Cmte	One board member attends the Talent Development Advisory Committee meetings, as scheduled and ongoing representation	Janie Shaw	Regina Neville
Student Voice Liaison	One board member assigned	NEW	Janie Shaw
Cultural Liaison Representative	One board member assigned	NEW	Erica Allenburg
SEAC - Special Services Advisory Cmte and Mental Health & Wellness	One board member attends SEAC meetings, monthly, and ongoing representation	Erica Allenburg and Michael Birdman	Michael Birdman / Dan Arom
World's Best Workforce	Two board members attend meetings	Erica Allenburg and Julie Greene	Karen Gabler and Julie Greene
Meet and Confer	Board chair and Vice Chair	Erica Allenburg and Julie Greene	Erica Allenburg and Julie Greene
Community Ed Services Advisory	One board member assigned	Janie Shaw	Erica Allenburg
City Council	2-3 board members assigned	Erica Allenburg, Janie Shaw and Michael Birdman	Erica Allenburg, Janie Shaw and Michael Birdman
SCHOOL SITES	Proposed		
ELC/ECSE	Board member attends every other month; site to receive monthly written board summary, and ongoing representation as needed	Karen Gabler	Karen Gabler
Elementary Site Liaison 1: Concord, Countryside, Creek Valley	One board member rotates attendance at Concord, Countryside, Creek Valley monthly PTO meetings, and ongoing representation as needed	NEW	Dan Arom
Elementary Site Liaison 2: Cornelia, Highlands, Normandale	One board member rotates attendance at Cornelia, Highlands, Normandale monthly PTO meetings, and ongoing representation as needed	NEW	Regina Neville
Middle School Liaison	Board members attend bi-monthly; site to receive monthly written board summary, and ongoing representation as needed.	NEW	Janie Shaw
EHS	Board members attend bi-monthly; site to receive monthly written board summary, and ongoing representation as needed.	NEW	Michael Birdman

***ISD 287 has been removed from this chart because it is more than a liaison role, it is a paid full board position that needs to be renewed annually in January.

<i>Board Calendar for PLC Attendance</i>				
September	Greene			
October	Shaw			
November	Neville			
December	Gabler			
January	Allenburg			
February	Arom			
March	Birdman			
April	-			
May	-			

Outline for Board Updates from Liaisons

This outline is considered a minimum expectation but updates can be brought at anytime.

August		
September	SEAC update	
October	Secondary sites update	
November	Elementary sites update, AMSD update	
December	ELC/ECSE update, MSBA update	
January	Community Ed Services Update, Talent Dev. update	
February	Secondary sites update, student voice liaison update, cultural liaison update	
March	Elementary sites update, AMSD update	
April	ELC/ECSE update, MSBA update	
May	Community Ed Services update, Talent Dev. update	
June	SEAC update	
July		

IV.L. Historic Document Storage



Board Meeting Date: August 14, 2023

Title: Historic Document Resolution

Type: Consent

Presenter: Chair Allenburg

Description: In April of this year, the district identified multiple files they felt would be better suited for safe storage and viewing at the Minnesota Historical Society. The Minnesota Historical Society has agreed to take and store the collection. District legal counsel has recommended the board approve a resolution for the transfer of documents in order to make the transfer as transparent as possible for the community. Attached is the resolution recommended by district legal counsel.

Recommendation: Approve the attached resolution.

Desired Outcomes from the Board: Approval of resolution to facilitate the transfer of historical documents to the Minnesota Historical Society.

Attachments: Historic Document Resolution

RESOLUTION AUTHORIZING INDEPENDENT SCHOOL DISTRICT 273
TO MOVE HISTORIC DOCUMENTS TO MINNESOTA STATE ARCHIVES

WHEREAS, Edina Public Schools has many historical documents in storage; and

WHEREAS, the Edina School Board believes records regarding the students, staff, and business affairs of the school district are important documents that must be safeguarded and managed in a prudent manner; and

WHEREAS, Edina School District Policy 719 defines district policy of records retention; and

WHEREAS, Minnesota Statute 13.01 Subd. 3 regulates the collection, creation, storage, maintenance, dissemination, and access to government data in government entities. It establishes a presumption that government data are public and are accessible by the public for both inspection and copying unless there is federal law, a state statute, or a temporary classification of data that provides that certain data are not public.

WHEREAS, certain historical data, listed below, are no longer needed by the District but have historical value and have been approved to be transferred to the State Archives and will no longer be maintained by the District; and

WHEREAS, the materials will meet the standards of the law as required by both Minnesota state statute and Edina School District policy while in the hands of the State Archives,

NOW, THEREFORE, BE IT ENACTED by the school board of Independent School District No. 273, State of Minnesota, as follows:

1. The school board authorizes the transfer of the following materials to the Minnesota State Archives, and for the District to no longer maintain copies of the same:

- a. Clerk's financial records (1915-1932)
- b. School board minutes and superintendent's reports (1917-1936)
- c. Superintendent's reports to faculty (1930-1931, 1935-1938)
- d. Classification register (1907-1910)

The motion for the adoption of the foregoing resolution was made by Member Birdman and duly seconded by Member Gabler, and upon a vote being taken thereon, the following voted in favor thereof:

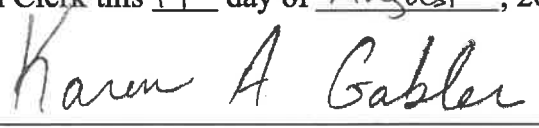
Allenburg, Aron, Birdman, Gabler, Neville

and the following voted against the same: 

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) SS.
COUNTY OF Hennepin)

WITNESS MY HAND officially as such Clerk this 14th day of August, 2023.



Karen Gabler
Clerk
Independent School District No. 273
State of Minnesota

IV.M. Student Support Services Agreement(s)

IV.M.1. Toneworks



DEFINING EXCELLENCE

Board Meeting Date: 8/14/2023

Title: Toneworks Music Therapy Services, LLC

Type: Consent

Presenter(s): Jody Remsing

Description: The purpose of this Agreement is to create an agreement between Toneworks Music Therapy Services, LLC and Edina Public Schools to provide up to 24 hours of music therapy per week for the 2023-2024 school year.

Recommendation: Approve the attached service agreement between Toneworks Music Therapy Services, LLC and Edina Public Schools.

Desired Outcome(s) from the Board: Approve the attached independent contractor agreement from Toneworks Music Therapy Services, LLC.

Attachments: Independent Contractor Agreement from Toneworks Music Therapy Services, LLC.

**INDEPENDENT CONTRACTOR'S AGREEMENT BETWEEN EDINA PUBLIC SCHOOLS
AND TONEWORKS MUSIC THERAPY SERVICES, LLC**

1. **Services:** Alexa Rosenbaum, Lyndie Walker, or Corinne Bellot of Toneworks Music Therapy Services, LLC, (hereafter Contractor) will provide the following services: up to 24 hours of music therapy services per week for the 2023-2024 school year. Music therapy services can be provided in person or in synchronous online learning groups in real time.
2. **Independent Contractor/Incidentals:** Contractor acknowledges that it is an independent contractor and will not be subject to the control of the EDINA PUBLIC SCHOOLS (EPS), but shall perform his services, as required by law, in the exercise of his professional judgment and discretion. Further EPS shall not provide Contractor with any benefits, including health, worker's compensation, and/or unemployment insurance. Contractor shall furnish all transportation and personal incidentals necessary in the performance of this Agreement at Contractor's own expense.
3. **Consideration:** Contractor shall provide services described above in Part 1. EPS will pay Contractor \$94.00 per hour for services performed under this Agreement. All cancellations less than 24 hours in advance will be charged at \$60 per hour. The agreed upon fee is all-inclusive; and once maximum amount is reached, no additional payment or reimbursement will be made by EPS. Contractor will submit invoices to EPS, attn Mary Jackson, each month listing the dates and hour worked, along with group data from each session that Contractor is required to maintain. Payment for each invoice will be made by EPS within thirty (30) days. Contractor will be responsible for all applicable social security and personal income taxes, and Contractor shall indemnify and hold EPS harmless in this regard.
4. **Professional responsibilities:** Contractor will not be supervised or evaluated by EPS personnel in the actual performance of the services. Contractor agrees, however, that Contractor will perform his/her duties in a good, workmanlike and professional manner. Contractor will not be required to attend EPS staff meetings or any EPS trainings. Contractor agrees to maintain required professional licensure (including required training), if any, and to provide a copy of Contractor's current, valid license(s), if any, to EPS, for the purpose of lawfully providing the services required under this Agreement, if required.
5. **Liability:** The contractor maintains professional liability insurance coverage that will cover claims that may result from the contractor's sole negligence. Proof of this insurance is available upon request.
6. **Work made for hire:** All information, materials, and products developed pursuant to this Agreement shall be deemed "work made for hire" and remain the property of EPS, and Contractor shall not assert any claim in law or equity or assert any claim of statutory copyright or patent in such information, materials, and products without the prior written permission of EPS.
7. **Compliance with FERPA:** The Family Educational Rights and Privacy Act, 20 U.S.C. 1232g. (FERPA) is a federal law that protects the privacy interests of parents and students with regard to education records. As an independent contractor for EPS or entity who has contracted with EPS to perform a special task, if contractor receives confidential student information or education records about a student as part of fulfillment of contractor's professional responsibilities to EPS, contractor will not disclose the information received to anyone who does not have a legitimate educational interest. Furthermore, contractor will seek guidance from the person to whom you report to or work with at EPS before releasing student record information in any part. Statutory exceptions applicable to the prior consent requirement are set forth in detail under Section 99.31 of the FERPA regulations in Part 34 of the Code of Federal Regulations.


**INDEPENDENT CONTRACTOR'S AGREEMENT BETWEEN EDINA PUBLIC SCHOOLS
AND TONEWORKS MUSIC THERAPY SERVICES, LLC**

8. **Waiver/Governing law/jurisdiction:** This Agreement shall be governed by the laws of the State of Minnesota without regard to conflicts of law principles. Mandatory and exclusive venue for any dispute arising out of these immunities provided EPS employees, officers, or agents, under Minnesota of federal law.
9. **Term of Agreement:** This Agreement shall commence on 8/21/2023 and terminate on 5/31/2024. This Agreement may be terminated without cause by EPS or Contractor by giving thirty (30) days written notice. **If Contractor fails to comply with any provision in this Agreement, EPS may immediately terminate without penalty and without any monetary or other obligation to Contractor.** If terminated, Contractor may submit invoices for work completed prior to termination.
10. **Entire Agreement/Amendments/Assignment:** This Agreement supersedes all previous oral and/or written agreements and constitutes the entire Agreement relating to Contractor's provision of services to EPS. This Agreement may only be amended by mutual written consent of both EPS and Contractor. Neither this Agreement nor any duties or obligations hereunder shall be assignable by the Contractor without EPS's prior written consent.
11. **Indemnity:** Contractor agrees to assume the risks related to their performance under this Agreement and agrees to release, indemnify, and hold harmless EPS from and against all liability, claims, demands, damages, judgments and costs for or arising from Contractor's acts or omissions in its performance under this Agreement.

My signature below indicates that I have read and understood this information and expectations set forth above. I and the company listed below will comply with this Agreement, and FERPA and ensure those who work for the company listed below, on a project for EPS, are aware of this Agreement and will comply with this Agreement.

Entered into on this 17th day of July, 2023

CONTRACTOR: TONEWORKS MUSIC THERAPY SERVICES, LLC

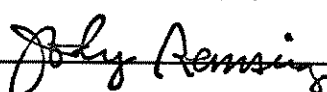
 7/17/23
BY: **Lyndie Walker, MT-BC** **Date**

Mailing Address

5600 Lincoln Dr Suite 280, Edina, MN 55436

EIN: 46-1807587

EDINA PUBLIC SCHOOLS

 7/18/2023
BY: **Jody Aemling** **Date**

Mailing Address

5701 Normandale Rd Edina, MN 55424

V. Discussion

V.A. EPS Physical Security Update

Speaker (s) : Natasha
Monsaas-Daly,
Director of District
Media and Technology



Board Meeting Date: 08/14/2023

TITLE: EPS Physical Security Update

TYPE: Discussion

PRESENTER(S): Natasha Monsaas-Daly, Director, District Media & Technology Services

BACKGROUND: Edina Public Schools is committed to the safety and security of all individuals on our campuses. The evolution and assessment of our safety practices is ongoing and will always remain so. We will continue to enact best practices, policies, and procedures to enhance our layered security approach. We will continue to leverage the strong partnership with Edina Police and Fire, as well as the City of Edina.

This report will focus on the following areas:

- Security updates since last year's report
- Ongoing security work for through 2025

RECOMMENDATION: Review the report and prepare questions.

PRIMARY ISSUE(S) TO CONSIDER:

ATTACHMENTS:

1. Report



EPS School Security Overview

August 14, 2023

Edina Public Schools is committed to the safety and security of all individuals on our campuses. We recognize that while serious events cannot always be prevented, we can enact best practices to increase our security posture. As such, we adopt a layered security approach. In addition, a strong partnership with our emergency response personnel is critical. This presentation is part of our annual update to the school board and the public.

- Superintendent
- Assistant Superintendent
- Director of Media & Technology
- Director of Marketing & Communications
- Director of Student Support Services
- Director of Community Education & Strategic Partnerships
- Director of Human Resources
- Director of Business Services
- Director of Teaching & Learning
- Director of Achievement Equity and Multilingual Learner Programming
- Director of Building & Grounds
- Buildings & Grounds Manager

District Emergency Response Team (DERT)

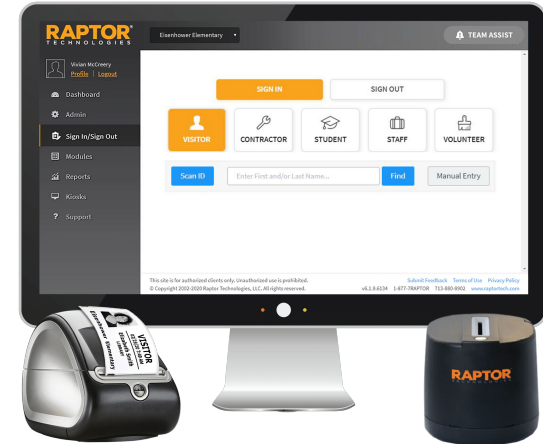


Building Emergency Response Team (BERT)

- Building Administrators
(Principals, Assistant Principals, Administrative Deans)
- Health Services Staff
- Lead Custodian
- Other staff as designated by building administrator

Raptor Visitor Management

- Provides a layer of security regarding who has access to our buildings.
- Enables district staff to scan visitors against the national sex offender registry, as well as custom flags within our student information system.
- All visitors will show an ID to be scanned into the system.
 - Upon approval a badge is printed.
 - Alerts are sent to appropriate building personnel



The “I Love U Guys” Foundation

- Offers resources and provides training for crisis response and post-crisis reunification.
 - Standard Response Protocol and Standard Reunification Method
- The mission of the foundation is “To restore and protect the joy of youth through educational programs and positive actions in collaboration with families, schools, communities, organizations and government entities.”
- District Leadership training on August 4, 2023
- Training for all staff on the updated safe conditions



Safe Conditions

- **Hold.** Hold in your room or area. Clear hallways. Business inside continues as usual, with the exception of the impacted area. Typically used during a medical scenario.
- **Secure.** Get inside. Lock outside doors. Business inside continues as usual. Used when there is a threat to safety outside, such as a neighborhood police situation.
- **Lockdown.** Doors locked and lights turned off. Students and staff position themselves out of the sight of an intruder. Often used for an active shooter scenario.
- **Evacuate.** Leave the building and move to a specified location. Typically used for a fire.
- **Shelter.** Take shelter in a designated location. This occurs most often for severe weather such as a tornado.



Hold



Secure



Lockdown



Evacuate



Shelter



Policy 806

- Updated safe conditions
- Clarified Incident Commander
- Clarified members of DERT and BERT
- All staff must be trained by September 15
 - Plans for new staff, substitutes, and volunteers
- EPS does not conduct active shooter drills, exercises, or scenarios



Website Updates

- Safety and security section will be added to the district website
- Fall of 2023
- Updates, relevant policies, resources



Additional Partnerships

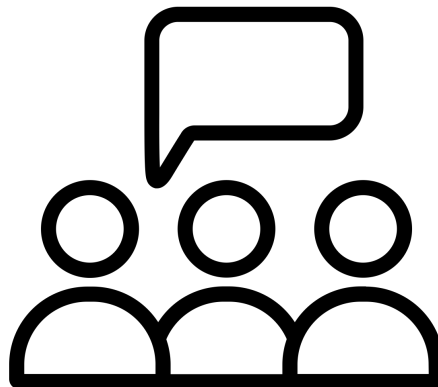
- Edina Police and Fire
- Edina Community
- Be Smart
 - Promotes secure gun storage and safety



E

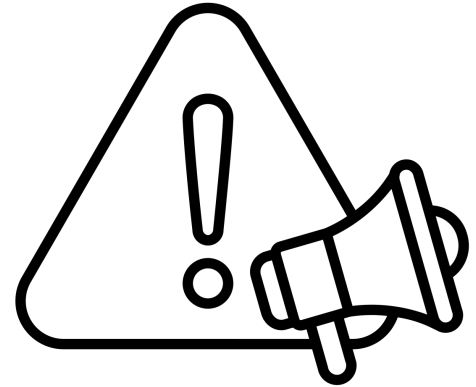
Security & Safety Community Panel

- Fall/Winter 2023
- Panel to discuss school security and safety
- Include city partners, such as Edina Police Department and Edina Fire Department



Next Steps

- Tabletop Exercise
 - Cabinet Team - August 28, 2023
 - EPD & EFD - TBD
- Solidify reunification sites
- Reunification Exercise - Fall of 2024
- Security System Audits
- Crisis Communication Updates



V.B. 2023-2024 e-Learning Day Plan

Speaker (s) : Natasha
Monsaas-Daly,
Director of District
Media and Technology



Board Meeting Date: 08/14/2023

Title: 2023-2024 e-Learning Day Plan

Type: Discussion

Presenter(s): Natasha Monsaas-Daly, Director, District Media & Technology Services

Description: Edina Public Schools has an e-Learning Day Plan pursuant to Minn. Stat. § 120A.41. This plan intends to minimize the disruption of learning caused by a school closure.

During the Spring of 2023, the DMTS director and digital learning coordinator engaged a variety of stakeholders including principals, EME leadership, teachers, and district-level leaders to develop a comprehensive plan for inclement weather days.

In the event of a school closure, Edina Public Schools will enact the e-Learning Day Plan, which allows for the day to be counted as an instructional day and included as hours of instruction pursuant to Minn. Stat. § 123A.17, subdivision 4.

During the 2023-2024 school year, e-Learning days will be enacted and communicated:

- Grades E-5: After the first district inclement weather day. The first inclement weather closing should be used to coordinate devices and troubleshoot student access.
- Grades 6-12: Will immediately move to e-Learning

A districtwide preparation day will occur on October 24 where E-12 students and staff will practice in buildings and send devices home with an activity in preparation for elearning.

All learning will be asynchronous, with an opportunity for office hours or connection with staff. Students who receive special services may receive synchronous support.

Recommendation: Administration implements the e-Learning plan.

Desired Outcome(s) from the Board: Detailed review of e-Learning plan and board is prepared with questions for administration.

Attachments:

1. Proposed e-Learning Day Plan

Edina e-Learning Plan

Purpose

Edina Public Schools Inclement Weather e-Learning Plan (following: Minn. Stat. § 120A.41) hopes to minimize the disruption of learning caused by a school closure:

- Due to inclement weather.
- Up to five days in one school year.
- Counted as an instructional day and included as hours of instruction.
- Provide continuity of learning during non-student days.

School districts must provide a minimum number of annual instructional hours: 850 for full-day, daily kindergarten; 935 for grades 1 through 6; and 1,020 for grades 7 through 12 (Minn. Stat. § 123A.17, subdivision 4).

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During the 2023-2024 school year, e-Learning days will be enacted and communicated:

- Grades E-5: After the first district inclement weather day. The first inclement weather closing should be used to coordinate devices and troubleshoot student access.
- Grades 6-12: Will immediately move to e-Learning

A districtwide preparation day will occur on October 24 where E-12 students and staff will practice in buildings and send devices home with an activity in preparation for elearning.

All learning will be asynchronous, with an opportunity for office hours or connection with staff. [Students who receive special services may receive synchronous support.](#)

Communications

Parent communication

The following forms of communication will provide parents and students with information about e-Learning days, when they will be used, how they will be notified, what to expect for an e-Learning day, and to answer additional questions:

1. Communication to families about e-Learning days
 - Annual communication

Content in this communication will provide background and how families will be notified of an e-Learning day and what to expect when an e-Learning day is called. It will also link to the district website (bit.ly/EPS_ELearn) for additional information.
 - Notification to parents of an e-Learning day

As much advance notice will be given as possible. The following practice already exists for notifying parents of school closings due to inclement weather: Parents/Guardians receive an automated phone call, email, and optionally a text via the district's mass notification service. In addition to district mass communication, announcements are made on radio station WCCO and television stations WCCO, KSTP, KARE, and FOX, and the school district web page, www.edinaschools.org, prior to 6:30 a.m. that school will be closed. This practice will be amended to include notification that the district is invoking an e-Learning day and provide instructions for accessing e-Learning activities. If non-student days need to be converted to e-Learning, families will receive advance warning. In addition, updates will be given to parents and students.
 - Website with e-Learning day resources. Additional information about e-Learning days can be found at bit.ly/EPS_ELearn.

2. Communications between teachers and students and families
 - **Teacher Availability:** A legislative requirement for e-Learning is that teachers must be accessible for student questions.
 - Building administration will communicate expectations for Teacher contact/office hours to provide support for students and families, with student experiences and the developmental needs of students in mind. Teachers will communicate these times to families and be available to answer inquiries throughout the workday.
 - Teachers will communicate to families and students the best ways to receive support.

- Teachers will be present for student support in a format accessible to students and provide a classroom telephone number where parents can call to leave a message if they have questions. Voice messages left at an Edina Public Schools number will be forwarded to the teacher's email for appropriate response.
- Learning Expectations:
 - Activities and virtual office hours will be posted to Schoology or Seesaw
 - Elementary Teachers by 9 am the morning of an eLearning day. (Normandale by 10 am)
 - Secondary Teachers by 10 am the morning of an eLearning day.
- K-2:** When the weather is potentially severe, classroom devices will be sent home. Student activities will be updated on classroom Seesaw pages. Suggested 45-90 minutes (not all screen time).
- 3-5:** When the weather is potentially severe, classroom devices will be sent home. Activities will be posted to class Schoology pages, with instructions for completion. Suggested 90 minutes (not all screen time)
- 6-12:** Create an Assignment/Activity in Schoology with instructions for students to complete. Activity title should include the name of the assignment, e-Learning Day and the date. This could take the form of a Calendar Event with links to a unit guide, or a Schoology activity to be completed. The item should be due by **5:00 pm** for attendance to be counted for that class period. Suggested 30 minutes per course.

Instruction

The purpose of e-learning is to support student learning through intentional practice of current classroom topics and skills when in-person learning is interrupted by inclement weather. Edina has established an asynchronous learning plan to support the differing experiences of students. Meetings and support should not be required or graded on e-learning days. All learning should be communicated to students/families through rostered Schoology & Seesaw courses to provide ease of access for students, exceptions may be made for students receiving special education services.

- Connection with their teacher in support of their learning:
 - Delivering content
 - Assessment of and for learning
 - Providing feedback
 - Diagnosing misconceptions
 - Coaching
 - Explaining concepts
- Attendance is taken
- Teachers are available online and will check phone messages through email.

- Plan for self-directed, independent learning with specific consideration to student age and individual learning needs.
- Customize learning opportunities with student access and opportunity in mind.
- Communicate and collaborate with colleagues to ensure common expectations, communications, and protocols.

Instructional Content

The following is a suggested framework for content during an e-Learning day. It is important that there is consistency across the system in the delivery of this content.

ECSE	Details in Students with Special Needs section
K-1 Classroom Staff	<ul style="list-style-type: none"> ● Share activities with students via SeeSaw or on student Ipad ● Use Seesaw to share journals for parents to view. ● Communicate via Seesaw and/or email.
2-5 Classroom Staff	<ul style="list-style-type: none"> ● Create an e-Learning Day folder in Schoology or Seesaw. ● Have an attendance-based activity included in the folder.
K-5 Specialists	<ul style="list-style-type: none"> ● Communicate with classroom teachers a brief activity for classrooms you would have met with.
6-12 Classroom Staff	<ul style="list-style-type: none"> ● Create an assignment in Schoology at the top of the course with the instructions. <ul style="list-style-type: none"> ○ Title: name of the assignment, “e-Learning Day”, and date. ○ All files needed for students should be attached to the assignment. ○ Include interaction with content, a Schoology assignment/discussion/assessment to be completed. ○ The item should be due by 5:00 pm for attendance to be counted for that class period.

- Content in **Schoology** should include:
 - Easy to find expectations for the day; Assignment, Calendar event, or Folder posted by 10 am with the due date and time.
 - Clear step-by-step directions focused on steps for access and completion of the assignment.
 - Learning targets for that day listed
 - Attendance is confirmed via one of the following:
 - i. Student Completion on the assignment or folder to confirm that students viewed the materials if using the folder.

- ii. Some type of submitted student creation or reflection to document learning.
 - iii. Formative assessments to check for understanding
- Be present for student support in a format accessible to students. These **could** include the following:
 - i. Responding via an online chat
 - ii. Creating an online meeting for office hours using Google Meet
 - iii. Screencast of Lessons for direct instruction
 - iv. Set clear expectations for participation in the digital environment

Students with Special Needs

The following is implemented in order to assist students with special needs:

Special Education will have access to their students' courses. Additionally, teachers will be able to create their own courses with their students. Below is additional information.

- **Special Education Resource Staff:** Contact students directly through Talking Points (ECSE), SeeSaw (Gr.1-3), Schoology (Gr. 3-12), or email with reminders for how their accommodations and modifications can support their engagement with e-Learning Day activities *or* support general education teachers in lesson plan development to ensure accommodations are available. Asynchronous instruction and activities must align with the student's direct service minutes listed in the IEP. For asynchronous instruction to be considered direct service MDE requires a feedback loop such as interacting with the student through a live check-in, assignment completion, or other assessment of student learning from the activity.
 - Be present for student support in a format accessible to students. These **could** include the following:
 - Responding via an online chat
 - Creating an online meeting for office hours using Google Meet for virtual office hours.
 - Screencast of Lessons for direct instruction
 - Set clear expectations of participation
- **Special Education Site-Based Staff:** Create asynchronous lessons that will provide instruction and activities that align with the student's direct service minutes listed in the IEP. Contact students directly through Talking Points (ECSE), SeeSaw (Gr.1-3), Schoology (Gr. 3-12), or email. For asynchronous instruction to be considered direct service MDE requires a feedback loop such as interacting with the student through a live

check-in, assignment completion, or other assessment of student learning from the activity.

- Be present for student support in a format accessible to your students. These **could** include the following:
 - Responding via an online chat
 - Creating an online meeting for office hours using Google Meet for virtual office hours.
 - Screencast of Lessons for direct instruction
 - Set clear expectations of participation

Preparation

To assist our teachers in creating the necessary content as well as provide consistency across our learning environment, frameworks for instructions have been developed and will be accessible via our Learning Management Systems.

Access to devices

Access to technology is critical for learning at Edina Public Schools. Therefore access to technology and Internet access is critical for day-to-day learning in Edina Public Schools regardless of e-Learning or normal instruction.

K-1	<ul style="list-style-type: none"> ● When there is a potential for inclement weather, classroom iPads will be sent home with students.
2-5	<ul style="list-style-type: none"> ● When there is a potential for inclement weather, classroom Chromebooks will be sent home with students.
6-12	<ul style="list-style-type: none"> ● Will access resources using their district-provided or personal device.
<ul style="list-style-type: none"> ● Hotspots can be provided to students in grades 2-12 who do not have adequate internet access. Parents should reach out to buildings to begin this process. Building principals will work with media specialists, deans, and social workers to verify need. 	

Checking Access

Ensuring elementary student access to the internet at home might require connecting to a home wireless source.

[Connect an Ipad to a home network](#) - [Connect a Chromebook to a home network](#)

Review

Though Edina Public Schools has a rich tradition of leveraging technology in our learning, e-Learning is different and there will be opportunities to learn from our experiences once put into place. To that end, this program should be reviewed annually.

Appendix A: FAQ

What are e-Learning Days?

e-Learning days are stay-at-home learning days that are invoked when conditions force the district to close. Using our normal severe weather communications, families will be instructed to access technology to learn about what is expected on these days.

Why do we need e-Learning Days?

Continuity of learning is important for our students to succeed. In order to do this, we feel that learning needs to continue even when we have an unplanned cancellation of a school day. Students will be expected to participate in their courses in EdinaApps or through activities that they can do around their home.

All schools in Minnesota have a required amount of time for which students must attend. In the event that we have a school cancellation due to inclement weather, e-Learning Days help us meet our minimum number of annual instructional hours without extending the school year:

How do e-Learning Days work?

- Families will receive an automated message notifying them of a school cancellation. Messages will also be distributed on the district website, social media, and appear on local television stations.
- Students will log on to their courses in Seesaw/Schoology to connect with their teachers and work on their assignments.
- Teachers will check email and voicemail periodically during the school day to answer questions and provide guidance.

- The due dates for e-Learning Day assignments will be determined by each teacher but attendance is taken for that day.
- Students with special needs may face unique challenges while performing academic tasks independently. Provisions will be made for the particular needs of these students by their teachers.

How will the district ensure access to e-Learning materials for all students?

Access to technology is critical for learning at Edina Public Schools. Therefore access to technology and Internet access is critical for day-to-day learning in Edina Public Schools regardless of e-Learning or normal instruction.

All students are able to access instructional material through portal.edinaschools.org with internet access. Personal devices can be used for this purpose, and Chrome is our suggested browser for ease of access. Knowing that not all students have their own device, Edina Public Schools will send K-5 student classroom devices home if there is a likelihood of a significant weather event.

Mobile hotspots are also available to support student access to the internet and instructional materials.

During e-Learning days the expectation is that a telephone can be used to provide assistance to our students. Families and students can utilize the voicemail system to leave messages, which then go directly to teacher's email.

About this plan

The original plan was created in 2019 over a two year period with input from many stakeholders, including: Teaching and Learning, Communications Department, Student Services, Assistive Technology, Teaching and Learning Board committee, EME, Technology Advisory Team, parents and the Department of Media and Technology Services. Upon completion, the Edina School Board approved the plan. **The document is an update to the original plan.** This plan will be reviewed and modified annually.

V.C. Policy Review (213, 216, 303, 413, 504, 506)

Speaker (s): Policy
Committee



Board Meeting Date: 8/14/2023

Title: Policy Review

Type: Discussion

Presenter(s): Board Policy Committee

Description: The following policies have been reviewed with an eye toward clarity, District practice, and alignment with State and Federal statutes.

- Policy 213 School Board Committees
- Policy 216 School Board Representation
- Policy 303 Superintendent Selection and Contract
- Policy 413 Harassment and Violence Prohibition, Students and Employees
- Policy 504 Student Dress and Appearance
- Policy 506 Student Conduct

Recommendation: Review the suggested modifications for Policies 213, 216, 303, 413, 504, 506.

Desired Outcome(s) from the Board: Review suggested modifications and bring any questions you may have.

Attachments:

1. Policy 213 School Board Committees
2. Policy 216 School Board Representation
3. Policy 303 Superintendent Selection and Contract
4. Policy 413 Harassment and Violence Prohibition, Students and Employees
5. Policy 504 Student Dress and Appearance
6. Policy 506 Student Conduct

School Board

School Board Committees

I. Purpose

This policy provides for the structure and operation of committees and subcommittees of the school board.

II. General Statement of Policy

- A. The school board will designate board committees or subcommittees to ~~advise the administration~~ when it is determined that a committee process furthers the school district's mission.
- B. The board has determined that certain permanent standing committees, named in this policy, facilitate the operation of the board and the district mission, **in partnership with the administration**, ~~by the committee advising the administration~~ on relevant educational topics and policies.
- C. A board committee or subcommittee will be formed by board resolution that outlines the duties and purpose of the committee or subcommittee.
- D. A committee or subcommittee is advisory in nature and has only the authority specified by the board. The board retains the right and has the duty to make all final decisions related to reports or recommendations which have had committee involvement.
- E. The board or board chair may also establish ad hoc committees for specific purposes as it deems appropriate, to be appointed by the board chair.
- F. The board reserves the right to limit, create, or abolish any standing or ad hoc committee as it deems appropriate.
- G. A committee of the board will not appoint a subcommittee of that committee without approval of the board.

III. Appointment of Committees

- A. The school board appoints the following standing committees:
 - 1. Finance **and Facilities**
 - 2. Policy

3. Teaching and Learning

4. Governance

5. Legislative Action Committee

- B. The board will establish, by resolution, for each standing or ad hoc committee, the number of members, the term, and the charge or mission of each committee.
- C. The board chair will appoint the members of each standing or ad hoc committee and designate the committee chair.

IV. Procedures for School Board Committees

- A. A committee or subcommittee will act only within the guidelines and mission established for that committee or subcommittee by the school board. Individual board members, or any three board members appointed to any committee, have no authority to bind the board on any matter unless such authority is expressly granted by the entire board.
- B. The committee or subcommittee will designate a secretary who will record the meeting highlights of the board committee.
- C. The power of a committee or subcommittee of the board is advisory only.
- D. Committee members who are also board members will not seek to hold a meeting of a committee outside the presence of administration or other non-board members who are members of the committee, and no committee meeting may be held without providing prior notice to administration.
- E. Committees will not **engage in** management work, ~~and do not oversee or direct any school district staff, and do not have the authority to direct school-district staff to take any specific actions or duties.~~ **Administrative direction will come from the superintendent.** ~~will Only the administration or the full school board may direct school district staff.~~
- F. A committee or subcommittee of the board will, when appropriate, clarify in any dealings with the public, that its powers are only advisory ~~to the administration.~~

V. Expectations for and Operational Procedures of School Board Standing Committees

Finance and Facilities Committee

A. General Statement of Role

The school board, in its practice of prudent management of public resources, has created the finance and facilities committee to collaborate with the [school district's](#) superintendent and [director of business services](#) in reviewing and providing feedback to the district on financial issues. This committee deals with matters pertaining to the ~~school district's system's~~ budget development and related recommendations to the board. It also:

1. Monitors the financial affairs of the district.
2. Reviews and maintains a long-term financial forecast.
3. Recommends to the board any budget modifications based on financial analyses and the needs of the ~~school district's system~~ [district system](#), while adhering to district policy.
4. Reviews contracting practices.
5. Ensures that budget allocations and expenditures reflect district priorities as informed by its strategic operating plans.
6. Reviews the ~~school district system~~ [district system](#) audit, making the board aware of key risks facing the district, as well as strategies for dealing with any such risks.
7. Reviews financial analyses provided by the [director of business services](#) ~~director~~, or other entity at their discretion, and makes related recommendations to the board.
8. At the direction of the superintendent and board, conducts periodic, more detailed, financial analyses.
9. Performs other such duties as assigned by the board.

B. Committee Composition

The finance and facilities committee consists of the board treasurer, two additional board members, the director of business services, the superintendent, any additional staff members assigned by the superintendent, and three to four community members with talent and experience in management and financial affairs.

1. The committee chair is the board treasurer.
2. Board members are appointed annually in January.
3. Community members are appointed effective July 1, in accordance with the board committee selection process.

C. Communications Expectations

1. Provides periodic reports to the board ~~as necessary~~, regarding committee discussions and deliberations **of the committee to ensure that all board members have access to information in a timely manner in order to make decisions as a full, governing board of seven.**
2. Provides reports to the board regarding requested analyses of specific topics.
3. Along with the ~~business~~ director **of business services**, provides information to the district regarding finance issues, both in sharing information with the public, and listening to ~~citizen~~ **stakeholder** concerns.

D. Meetings

Meetings are held monthly, unless more frequent meetings are required.

Governance Committee

A. General Statement of Role

The ~~school~~ board, to ensure sound governance and oversight of the district, has created the governance committee to collaborate with the district superintendent in making recommendations to the board on subjects that have districtwide implications, ~~and which are more readily addressed in governance versus other established committees.~~ Its areas of purview include:

1. ~~Pr~~**R**reviews all human resources issues, ~~including contracts.~~
2. ~~Pr~~**R**reviews all legal issues.

3. Builds and monitors the working relationship of the board and superintendent, addressing relationship issues as they occur, including, **but not limited to:**
 - a. routine matters related to the superintendent's contract and employment; and
 - b. issues or concerns regarding the superintendent's conditions of employment, and communication with the board regarding **the** same.
4. Develops procedures and an evaluation instrument for the superintendent's evaluation.
5. **In partnership with the superintendent and the full board, facilitates the development of** ~~develops and presents to the board~~ annual goals for the superintendent and board.
6. Orients new board members, and identifies training and educational opportunities for board members to become better informed about ~~school~~ board governance issues.
7. Coordinates board self-evaluation procedures, instruments and training.
8. Develops guidelines for effective communication of board committee work to the board, district administration, and public.
9. Assists with ~~strategic and~~ long-term plans and goals that are consistent with the district mission.
10. Performs other duties assigned to the committee by the board.

B. Committee Composition

The governance committee consists of the board chair, vice chair, one additional board member, the superintendent, and any other staff members assigned by the superintendent and agreed to by the board members.

1. The committee chair is the board chair
2. Board members are appointed annually in January

C. Communications Expectations

1. Provides ~~regular~~ periodic reports to the board ~~as necessary~~, regarding discussions and deliberations of the committee to ensure that all board members have access to information in a timely manner in order to make decisions as a full, governing board of seven.
2. Provides reports and recommendations to the board regarding review and coordination of areas of purview included in the General Statement of Role, above.

D. Meetings

Meetings are held monthly, unless more frequent meetings are required.

Teaching and Learning Committee

A. General Statement of Role

The ~~school~~ board, in order to advance academic excellence, growth, and readiness for each and every student ~~promote active participation in improving instruction and curriculum~~, has created the teaching and learning committee to collaborate with the district's director of teaching and learning ~~director~~ and superintendent to coordinate and advance district instructional programs. The committee will make recommendations to the board on matters relating to comprehensive curriculum and a positive, equitable learning environment ~~teaching and learning, including the instructional programs used in schools and programs and their relevance and alignment to local contexts~~. Specific responsibilities include:

1. Works cooperatively with the director of teaching and learning ~~director~~, superintendent, and appropriate staff to monitor and assess instructional programs and professional learning aligned with student needs and achievement and the strategic plan, in order to ensure equity and excellence.
2. Reviews initiatives, progress, outcomes, and the effectiveness of the curriculum and teaching and learning practices in achieving board and system goals and objectives, as needed, and as articulated by the district's strategic plan.

B. Committee Composition

The teaching and learning committee consists of three board members, the superintendent, the [director of teaching and learning](#), and any other staff members assigned by the superintendent or [the director of teaching and learning](#).

1. The committee chair is appointed by the board chair.
2. Board members are appointed annually in January.

C. Communications Expectations

1. Provides periodic reports to the board ~~as necessary~~, regarding discussions and deliberations of the committee [to ensure that all board members have access to information in a timely manner in order to make decisions as a full, governing board of seven.](#)
2. Provides recommendations to the board regarding teaching and learning subjects coming to the board.

D. Meetings

Meetings are held monthly, unless more frequent meetings are required.

Policy Committee

A. General Statement of Role

The committee reviews existing policies and writes new policies to provide broad governance guidance and address changes in legislation, statutes, case law, and legal decisions, as well as [to provide alignment with the district mission and vision](#) ~~district social and educational issues~~. Board policies act as guidelines for the internal procedures of the district. The committee stays abreast of local, state, and federal laws and regulations to determine and apply implications for district policy development and revisions. The committee works closely with the appropriate staff to draft new or refine current policies, processes, and protocols, that are then brought to the board for formal action. All district policies should be reviewed over a [regular multi-year cycle](#). ~~5-year period~~.

B. Committee Composition

The policy committee consists of three board members, the superintendent, ~~the assistant superintendent~~, and any other staff members assigned by the superintendent.

1. The committee chair is appointed by the board chair.
2. Board members are appointed annually in January.

C. Communications Expectations

1. Provides periodic reports to the board regarding discussions and deliberations of the committee to ensure that all board members have access to information in a timely manner in order to make decisions as a full, governing board of seven.
2. Policies that are ready for updating should be brought to the board monthly for consent, discussion, or approval, ~~as appropriate depending on what phase they are in.~~
- ~~3. Policy is guided by the values of the cultural proficiency framework that honors all stakeholders and their representative groups.~~
3. If policy changes will have a major community impact, the board and district should seek community input and have a communications plan for the public.

D. Meetings

Meetings are held monthly, unless more frequent meetings are required.

Legislative Action Committee

A. General Statement of Role

The purpose of the LAC is to assist the board and district administration in advocacy for education-related legislation. The LAC coordinates these advocacy efforts by supporting and advocating for board-approved legislative positions designed to advance the cause of excellent schools in Edina and Minnesota.

1. The activities of the LAC are subject to board approval.

2. The LAC's activities may include, but are not limited to, the following:

- a. soliciting information on legislative activity that might affect the district;
- b. developing a work plan for advocacy of the board-approved legislative positions;
- c. ongoing communication with elected officials;
- d. running public informational events to assist the board in increasing awareness of legislative issues throughout the district; and
- e. advocating at the local, state, and federal levels of the board-approved legislative positions.

B. Committee membership will include up to three (3) board members appointed by the board; the superintendent; at least one (1) District cabinet member and one (1) EPS Administrative liaison; up to five (5) members of the community, plus a minimum of two (2) district students. Community and student members of the committee are selected by the LAC chair and vice-chair for a term of one year. The LAC supports the board-approved legislative platform and fulfills needed functions of the committee. If possible, the chair and vice-chair serve as board liaisons to the Association of Metropolitan School Districts (AMSD) and the Minnesota School Board Association (MSBA).

C. Communications Expectations

1. Provides periodic reports to the board regarding discussions and deliberations of the committee to ensure that all board members have access to information in a timely manner in order to make decisions as a full, governing board of seven.
2. Communicates to the board on a regular basis as to the progress of the LAC's work.

D. Meetings

Meetings are held monthly, unless more frequent meetings are required.

Committee Assignments

Unless otherwise specified, board members will be assigned or appointed to committees or boards by the board chair in consultation with the board. Board members will be assigned to committees or boards no later than the second regular board meeting in January. Each board member should be assigned to at least one (1) committee.

1. Appointment to a committee should take into consideration, but not be limited to, the following:
 - a. equitable distribution of committee assignments among board members;
 - b. expressed interests of board members;
 - c. a board member's training, education, and/or experience with the purpose of the committee;
 - d. continuity of service and historical knowledge;
 - e. availability for meetings;
 - f. the need for diversity;
 - g. the needs of the board; and
 - h. the proven ability to work effectively in a committee environment.
2. Should one or more representatives of the board be needed to attend a committee meeting prior to the board's adoption of committee assignments, the chair is authorized to temporarily appoint board members to that committee.
3. Assignments to a committee are effective until either the following year's approval of committee members, or board removal, or ~~absence~~ **vacancy** for another reason.
4. If an ~~absence~~ **vacancy** is created on any committee, the chair may assign another board member to represent the board at a committee meeting for any duration.

Committee Chairs

The committee chair is chosen by the board chair unless otherwise specified.

A. Roles and Responsibilities of the Committee Chair

The committee chair has the following responsibilities:

1. Assists administration in preparing background materials for the committee's work, incorporates the board's plans into committee agendas, and reports results of the committee work to the board.
2. Assists administration with steering the work of the committee, while also tying that work back in with the rest of the board.
 - a) The committee chair and responsible administrator, in conjunction with the superintendent and board chair, will ~~create~~ ~~come up with~~ an annual plan, to be reviewed by the board.
 - b) The committee chair and responsible administrator will work with the board chair and superintendent on a monthly basis to plan any agenda items for board meetings.
 - c) The committee chair, in conjunction with administration, will be responsible for facilitating work session discussions on issues brought by their committee.
 - d) The committee chair will work with the responsible administrator on:
 - i) The responsibility for presiding over the meetings
 - ii) Setting the direction for the committee, and establishing norms and protocols that allow for appropriate and efficient function of the committee
 - iii) Providing guidance and communicating expectations to other committee members
 - iv) Ensuring that relevant, timely and effective decisions are executed, and that all committee members are provided the opportunity to participate in the decision making process

Legal Reference:
Minn. Stat. Ch. 13D (Open Meeting Law)

Cross Reference:
Policy 201 (Legal Status of the School Board)
Policy 203 (Operation of the School Board)
[Policy 303 \(Superintendent Selection and Contract\)](#)

Policy
adopted: 4/16/07
amended: 3/12/12
amended: 12/10/12
revised: 11/14/16
revised: 4/17/17
revised: 2/1/18
revised: 12/17/18
revised: 8/10/20

INDEPENDENT SCHOOL DISTRICT [NO. 273](#)
Edina, Minnesota

School Board

School Board Representation

I. Purpose

This policy provides for the structure and the operation of appointed representation of the school board.

II. General Statement of Policy

~~Stakeholder voice is an important tenet of the Edina School Board's governance work. In order to ensure all stakeholders have the opportunity to participate and influence educational decisions in the district,~~ The board seeks out and promotes multiple pathways for active listening, learning, and understanding stakeholder input for better governance decision-making.

The ~~school~~ board determines the organizations, joint power boards, and committees that require board representation.

The board may have school board members or community members serve as a representative or liaison of board or school-related organizations, joint-power boards, and committees.

III. Procedure for School Board Representation

A. The school board may appoint a member to represent the board. The appointments are confirmed annually by the entire board. A representative of the board will not appoint an additional representative without approval of the board.

~~B. Community representation is advisory in nature and has only the authority specified by the board.~~

~~B.~~ The superintendent will provide necessary background information related to the representation, including duties, responsibilities, and term.

~~B.C.~~ The representative's primary responsibility is to serve as a liaison for the board with the representative's duty to be advisory in nature, and has only the authority as specified by the board.

~~B.D.~~ The representative provides and maintains regular communication to the

board, and seeks guidance, as necessary, to assist in the effectiveness of the appointment. The board retains the right to make all final decisions related to the appointment

FE. The board will receive reports or recommendations from a representative for consideration. The board, however, retains the right and has the duty to make all final decisions related to these reports or recommendations.

GF. The school district will reimburse representatives for all **pre-approved** expenses related to the appointment, including mileage, lodging, and meals. All requests must be submitted to the board chair.

HG. All representatives will follow the district's ethical values and act in accordance with the mission of the district when serving in their appointment.

Policy
adopted: 04/16/07
amended: 12/10/12
revised: 12/17/18

INDEPENDENT SCHOOL DISTRICT **NO.** 273
Edina, Minnesota

Administration

Superintendent Selection and Contract

I. Purpose

This policy declares that the school board selects, employs, and contracts with the chosen superintendent.

II. General Statement of Policy

The school board will employ a superintendent to serve as the chief executive officer of the school district and to conduct the daily operations of the district. The board will annually evaluate the superintendent's job performance in accordance with the job description.

III. Qualifications

- A. The school board will consider applicants who meet or exceed the licensing standards set by the Minnesota Board of School Administrators and qualifications established in the job description for the superintendent position.
- B. The board will consider professional preparation, experience, skill, and demonstrated competence of qualified applicants in making a final decision.

IV. Selection

- A. A process for recruitment, screening, and interviewing of candidates will be developed by the school board.
- B. The board may contract for assistance in the search for a superintendent.

V. Contract and General Responsibilities

- A. The superintendent's contract will be used to formalize the employment relationship, and to specifically identify and clarify all conditions of employment with the superintendent. The school board will observe all requirements of state and federal law and school district policy.
- B. The specific duties for which the superintendent is accountable are set forth in ~~his or her~~ **their** job description and are measured by a performance appraisal process approved by the board, in consultation with the superintendent. The

board will use this process to periodically evaluate the performance of the superintendent. The superintendent will process will include the joint development of develop annual goals that are directly related to the district's strategic plan. by the superintendent and The board for will review and approve the goals. approval by the board.

- C. The board may use the model contract approved by the Minnesota School Boards Association and the Minnesota Association of School Administrators as a template.

Legal References:

Minn. Stat. § 123B.143 (Superintendent)

Minn. Rules, Chapter 3512 (Licensure of School Personnel)

Cross Reference:

Policy 213 (School Board Committees)

Policy

adopted: 6/18/07

amended: 8/20/12

revised: 1/28/19

INDEPENDENT SCHOOL DISTRICT NO. 273

Edina, Minnesota

PERSONNEL

HARASSMENT AND VIOLENCE PROHIBITION, STUDENTS AND EMPLOYEES

I. PURPOSE

The school district strives to maintain a learning and working environment free from harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability. This policy provides a framework for reporting actions that violate this policy and the district's actions when it receives such a report.

II. GENERAL STATEMENT OF POLICY

- A. The school district strives to maintain a learning and working environment free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability (“protected classification”). The district prohibits harassment or violence on the basis of protected classification.
- B. This policy is violated when a student or employee harasses a student or employee, or group of students or employees, through conduct or communication based on a person's protected classification.
- C. This policy is violated when a student or employee inflicts, threatens to inflict, or attempts to inflict violence upon a student or employee based on a person's protected classification.
- D. The district will act to investigate all complaints of harassment or violence based on a person's protected classification. The district will discipline or take appropriate action against a student or employee who is found to have violated this policy.

III. DEFINITIONS

- A. “Assault” is:
 - 1. an act done with intent to cause fear in another of immediate bodily harm or death;

2. the intentional infliction of or attempt to inflict bodily harm upon another; or
 3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. “Harassment” prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual’s or group of individuals’ race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability when the conduct:
1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
 2. has the purpose or effect of substantially or unreasonably interfering with an individual’s work or academic performance; or
 3. otherwise adversely affects an individual’s employment or academic opportunities.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications
1. “Disability” means, **with respect to an individual** ~~any condition or characteristic that renders a person a disabled person. A disabled person is any person~~ **any person** who:
 - a. has a physical, sensory, or mental impairment ~~which~~ **that** materially limits one or more major life activities **of such individual**;
 - b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.
 2. “Familial status” means the condition of one or more minors being domiciled with:
 - a. their parent or parents or the minor’s legal guardian; or
 - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The

protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
 4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
 5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
 6. “Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person, or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.
 7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
- F. Sexual Harassment
1. Sexual harassment ~~consists of~~ includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or

- b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
- c. that conduct or communication has the purpose or effect of substantially ~~or unreasonably~~ interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.

2. Sexual harassment may include, but is not limited to:

- a. unwelcome verbal harassment or abuse;
- b. [unwelcome sexually motivated or explicit emails, text messages, voicemails, or other electronic communication;](#)
- c. unwelcome pressure for sexual activity;
- ed. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
- de. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
- ef. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- fg. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence

- 1. Sexual violence is a physical act of aggression or force or the threat thereof ~~which~~ [that](#) involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.

2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts, ~~whether that person is of the same sex or the opposite sex~~;
 - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
 - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
 - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to, an individual's ~~person's~~ protected classification.

- I. "Employee," for purposes of this policy, includes school board members, district employees, agents, volunteers, independent contractors, or other persons subject to the supervision and control of the district.

IV. REPORTING PROCEDURES

- A. Any person who believes they ~~have person~~ has been the target or victim of harassment or violence on the basis of protected classification by a student or employee of the school district, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student or employee or group of students or other employee of the district should report the alleged acts immediately to an appropriate ~~school~~-district official designated by this policy. A person may report conduct which may constitute harassment or violence anonymously. However, the ~~school~~-district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The district encourages the reporting party or complainant to use the report form attached to this policy as Appendix I and available from the principal or building supervisor of each building or available from the ~~school~~-district office, but oral reports will be considered complaints as well.
- C. Nothing in this policy prevents any person from reporting harassment or violence directly to a ~~school~~-district human rights officer or to the

superintendent. If the complaint involves the building report taker, the complaint will be made or filed directly with the superintendent or the ~~school~~-district human rights officer by the reporting party or complainant.

- D. At each site location, the building principal, ~~the principal's~~ or designee, or the building supervisor ("building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult ~~school~~-district employee who receives a report of harassment or violence prohibited by this policy will inform the building report taker immediately. If the complaint involves the building report taker, the complaint will be made or filed directly with the superintendent or the ~~school~~-district human rights officer by the reporting party or complainant. The building report taker will ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and will serve as a primary contact on policy and procedural matters.
- E. Employees will be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. An employee who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence will make reasonable efforts to address and resolve the harassment or violence and will inform the building report taker immediately. Employees who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the ~~school~~ district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker will personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided in this policy may result in disciplinary action against the building report taker.
- G. The district designates the ~~D~~irector of ~~H~~uman ~~R~~esources or designee as the human rights officer to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves the ~~D~~irector of ~~H~~uman ~~R~~esources, the complaint will be filed directly with the superintendent.
- H. The ~~school~~-district ~~shall~~ will conspicuously post the name of the human

rights officer(s), including [email addresses](#), mailing addresses, and telephone numbers.

- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment and violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the ~~school~~-district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment ~~shall~~ [will](#) be subject to discipline or other remedial responses for that act in accordance with the ~~school~~-district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment, or who engage in reprisal or intentional false reporting [of violence or harassment](#), may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate violence or harassment, or engage in an act of reprisal or intentional false reporting of violence or harassment, may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from ~~school~~

district property and events and/or termination of services and/or contracts.

V. INVESTIGATION

- A. The ~~D~~irector of ~~H~~uman ~~R~~esources or designee, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, will undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the ~~school~~-district.
- B. The investigation may consist of personal interviews with the complainant, the person(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. The district may take immediate steps, at its discretion, to protect the reporting party, students, or employees pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence will be allowed the opportunity to present information during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The ~~school~~ district human rights officer or ~~designee~~ will make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report will include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon completion of the investigation, the school district will take appropriate action. This action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, removal, or

termination. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. District action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, state and federal law, and applicable district policies.

- B. The district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the ~~school~~-district. ~~School~~ District officials will notify the [targets or victims and alleged perpetrators of harassment or violence](#), the parent(s) or guardian(s) of targets or victims of harassment or violence, and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident, of the remedial or disciplinary action taken, to the extent permitted by law. The district may be required to disclose private data in cases that involve allegations of sexual harassment under Title IX. Please see Policy 522 for additional information.
- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the district will, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

VII. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student [or](#) employee who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence will be tailored to the particular incident and nature of the conduct.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights [or another state or federal agency](#), initiating civil action, or seeking

redress under state [criminal statutes and](#)/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under state law. If so, the duties of mandatory reporting under Minn. Stat. Ch. 260E may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy is posted in each ~~school~~ [district](#) building in areas accessible to students and district employees.
- B. This policy is provided to each ~~school~~-district employee at the time of initial employment with the ~~school~~-district.
- C. This policy will appear in the student handbook.
- D. The district will develop a method of discussing this policy with students and employees.
- E. The district may implement violence prevention and character development education programs to prevent and reduce policy violations. ~~Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness, and/or sexual abuse prevention.~~
- F. ~~This policy shall be reviewed at least annually for compliance with state and federal law.~~

Legal References:

Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
[Minn. Stat. § 609.02 \(Definitions\)](#)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)

- 20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
- 29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
- 29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
- 42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
- 42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
- 42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
- 42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References:

- Policy ~~402~~103 (Equal Educational Opportunity)
- Policy 401 (Equal Employment Opportunity)
- Policy 402 (Disability Nondiscrimination)
- Policy 403 (Discipline, ~~Suspension and Dismissal~~ of School District Employees)
- Policy 406 (Public and Private Personnel Data)
- [Policy 414 \(Mandated Reporting of Child Neglect or Physical or Sexual Abuse\)](#)
- Policy 415 (Reporting ~~Suspected~~ [Reporting of](#) Maltreatment of a ~~Minor of or~~ Vulnerable Adults)
- Policy 506 (Student [Conduct and](#) Discipline)
- Policy 514 (Bullying Prohibition ~~Policy~~)
- Policy 515 (Protection and Privacy of Student Records)
- Policy 521 (Student Disability Nondiscrimination)
- Policy 522 (Title IX Nondiscrimination Policy, Grievance ~~Proeessure~~ [Procedure](#) and Process)
- [Policy 524 \(Internet Acceptable Use and Safety\)](#)
- Policy 526 ([Student](#) Hazing Prohibition)
- Policy 528 (Student Parental, Family and Marital Status Nondiscrimination)
- Policy 634 (Electronic Technologies Acceptable Use)

Policy
 adopted: 04/14/08
 Amended: 05/19/09
 Amended: 09/26/11
 Revised: 05/19/14
 Revised: 07/18/16
 Revised: 08/14/17
 Reviewed: 08/13/18
 Revised: 08/12/19
 Revised: 05/10/21
 Revised: 08/08/22

INDEPENDENT SCHOOL DISTRICT NO. 273
 Edina, Minnesota



DEFINING EXCELLENCE

Appendix I to Policies 401, 402, 413, 521, 522 and 528

DISCRIMINATION, HARASSMENT, AND VIOLENCE REPORT FORM

Edina Public Schools maintains a firm policy prohibiting all forms of discrimination, harassment, or violence against students or employees, or groups of students or employees, on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity and expression, or disability. All persons are to be treated with respect and dignity. Harassment or violence by any student, teacher, administrator, or other school personnel, which creates an intimidating, hostile, or offensive environment will not be tolerated under any circumstances.

Use of this reporting form is encouraged but not required. Reports may be made orally or in writing, including via electronic mail.

Person completing report: _____

Home address: _____

Work address: _____

Home phone: _____ Work phone: _____

Date of alleged incident(s): _____

Basis of Alleged Harassment/Violence - circle as appropriate: race \ color \ creed \ religion \ sex \ national origin \ gender \ age \ marital status \ familial status \ status with regard to public assistance \ sexual orientation \ disability

Name of person(s) you believe harassed or was violent toward you or another person.

If the alleged harassment or violence was toward another person(s), identify that person(s).

Where and when did the incident(s) occur? _____

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (e.g, threats, requests, demands); what, if any, physical contact was involved; or other relevant information. Attach additional pages if necessary.

List any witnesses to the incident(s). _____

My signature below shows that the information I have provided in this document is true, correct, and complete to the best of my knowledge and belief.

Signature: _____ Date _____

Received by: _____ Date _____

Please submit to the building principal or designee, or director of human resources, ~~as indicated by the policy(ies).~~

Revised: 08/10/20

Revised: 08/08/22

Students

Student Dress and Appearance

I. Purpose

This policy enhances the education of students by establishing expectations of dress and appearance that are related to educational goals, promote school unity, enhance student safety, and permit appropriate freedom of expression.

II. General Statement of Policy

This school district encourages students to be dressed and groomed appropriately for school activities. This is a joint responsibility of the student and the student's parent(s) or guardian(s).

III. Goals

A. The parameters in this policy concerning students' dress and appearance (including body markings) are intended to:

1. Maintain a safe learning environment in classes and at activities where protective or supportive clothing, or clothing appropriate for the weather, class, or activity, is needed.
2. Allow students to wear religious attire without fear of discipline or discrimination.
3. Ensure that all students are treated equitably and with respect regardless of race, sex, gender identity, gender expression, religion, cultural observance, household income, or body type/size.
4. Prevent students from wearing clothing or accessories that are lewd, vulgar, obscene, offensive, defamatory, profane, advocate violence or harassment against others, or are likely to cause substantial disruption or material interference with school activities including, but not limited to, profanity, hate speech, and pornography.

It is not the intention of this policy to abridge the rights of students to express political, religious, philosophical, or personal opinions by wearing apparel on which such messages are stated.

IV. Clothing

A. Requirements

1. Certain body parts are required to be covered by all students at all times in order to avoid substantial disruption or material interference with school activities. Clothes must be worn in a way such that genitals, buttocks and nipples are fully covered with opaque (not transparent) fabric.

B. Students must wear:

1. A shirt with fabric in the front, back and on the sides under the arm, AND,
2. Pants/jeans or equivalent (for example, a skirt, sweatpants, leggings, a dress, or shorts), AND,
3. Footwear.

C. Students cannot wear:

1. Clothing or accessories depicting violent language or images.
2. Clothing or accessories depicting images or language depicting or promoting: any illegal item or activity, drugs, alcohol, hate speech, promotion of threat/hate groups including gangs or supremacist groups, profanity, or pornography. This includes: emblems, badges, symbols, signs, words, objects or pictures on clothing or accessories communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves of, advances or provokes any form of religious, racial or sexual harassment and/or violence against other individuals as defined in district policy.
3. Images or language that create a hostile or intimidating environment.
4. Swimsuits (except as required in class or athletic practice).
5. Accessories that could be considered dangerous or could be used as a weapon.
6. Any item that obscures (conceals) the face (except as a religious observance) including, but not limited to, masks, face paint, or grooming.
7. Wearing clothing or footwear that may damage school property.

- D. The wearing of non-religious hats/caps will be determined at each site by the principal or department/program supervisor.
- E. These dress code guidelines will apply to regular school days and summer school days, as well as to any school-related events and activities such as educational travel, graduation ceremonies, dances and prom. A site principal or department/program supervisor may make exceptions to this policy if necessary and/or appropriate under the circumstances (e.g. spirit days, etc.). The site principal or department/program supervisor must give explicit permission in making the exception.

V. Appearance

- A. No provision in this policy will limit a student's right under the Minnesota CROWN Act which protects against discrimination due to a student's natural hair, including but not limited to hair texture and hair styles such as braids, locks, and twists.
- B. ~~The district must not prohibit an~~ In accordance with state statutes ~~American Indian students from wearing~~ may wear American Indian regalia, Tribal regalia, or objects of cultural significance at a graduation ceremony.

Legal References:

U. S. Const., amend. I

Minn. Stat. § 124D.792 (Graduation Ceremonies; Tribal Regalia and Objects of Cultural Significance)

Minn. Stat. § 363A.03, Subd. 36a (Definitions)

Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)

Stephenson v. Davenport Cmty. School Dist., 110 F.3d 1303 (8th Cir. 1997)

D.B. ex rel. Brogdon v. Lafen, 217 Fed.Appx. 518 (6th Cir. 2007)

Lowry v. Watson Chapel Sch. Dist., 540 F.3d 752 (8th Cir. 2008)

B.W.A. v. Farmington R-7 Sch. Dist., 554 F.3d 734 (8th Cir. 2009)

B. H. ex rel. Hawk v. Easton Area School Dist., 725 F.3d 293 (3rd Cir. 2013)

Hardwick v. Heyward, 711 F. 3d 426 (4th Cir. 2013)

Hicks v. Halifax County Bd. of Educ., 93 F.Supp.2d 649 (E.D.N.C. 1999)

Madrid v. Anthony, 510 F.Supp.2d 425 (S.D. Tex. 2007)

McIntire v. Bethel School, Indep. Sch. Dist. No. 3, 804 F.Supp. 1415 (W.D. Okla. 1992)

Olesen v. Bd. of Educ. of Sch. Dist. No. 228, 676 F.Supp. 820, 44 Educ. L. Rep. 205 (N.D. Ill. 1987)

Cross References:

Policy 413 (Harassment and Violence)

Policy 506 (Student Conduct and Discipline)

Policy 526 (Student Hazing Prohibition)

Policy 609 (Religion)

Policy

adopted: 02/25/08

amended: 02/21/12

revised: 10/20/14

revised: 09/24/18

INDEPENDENT SCHOOL DISTRICT NO. 273

Edina, Minnesota

Appendix I to Policy 504

Implementation of Student Dress and Appearance

I. Procedures

Staff will always strive to maintain sensitivity and respect in administering this policy.

- A. Dress code violations will be discussed in a manner that minimizes student embarrassment and disruption from class.
- B. Students in violation will be provided the following options to comply with the student dress and appearance policy during the school day:
 - 1. Students in violation will be asked to put on their own alternative clothing, if already available at school, in order to better align with district policy for remainder of the day.
 - 2. If alternative personal clothing is not available, students will be provided with temporary school clothing to be dressed more to code for the remainder of the day.
 - a. Clothing provided to the student should not create an environment of shaming, and should be as inconspicuous as possible.
- C. No student should be affected by dress code enforcement because of racial identity, gender identity or expression, gender stereotypes, sexual orientation, ethnicity, cultural or religious identity, household income, body size/type, or body maturity.
- D. Student should not be shamed or required to display their body in front of others (students, parents or staff) in school. Shaming includes but is not limited to:
 - 1. Kneeling or bending over to check attire fit
 - 2. Measuring clothing
 - 3. Asking students to account for their attire in the classroom or in the hallways in front of others
 - 4. Failing to exercise professional discernment or discretion when speaking to students about their dress and appearance

Adopted: 9/24/18

Students

Student Conduct and Discipline

I. Purpose

This policy provides expectations for student conduct. Abiding by these expectations will enhance the school district's ability to maintain discipline and ensure a positive learning environment will lead to academic success and whole child growth. The ~~school~~ district will take appropriate disciplinary action when students fail to adhere to acceptable behavior standards established by this policy and its guidelines and/or appendices.

II. General Statement of Policy

- A. The school district believes that a fair and equitable district-wide school discipline policy will contribute to the quality of a student's educational learning experience. Therefore, this district-wide discipline policy has been adopted.
- B. It is the responsibility of the school board, administrators, teachers, and employees to safeguard the health and safety of each student. The ~~school~~ board and district administrators will support district employees who, in dealing with students on disciplinary matters, act in accordance with state law and this policy.
- C. Parents and guardians have the legal responsibility for the behavior of their children as determined by law and community practice. Parents/guardians are expected to exercise the required controls so that the student's behavior will be conducive to the development of self-discipline and will not be disruptive to the school's educational program.
- D. No policy will cover all situations. Therefore, the building administrator(s) or designee will make a determination of consequence/disciplinary action when student actions are not specifically addressed. All actions by an administrator/designee will be made on a case-by-case basis.
- E. Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. ~~The school district believes that a fair and equitable student discipline policy will contribute to the quality of the student's educational experience.~~ This discipline policy is adopted in accordance with and subject to the Minnesota ~~student~~ Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56.

III. Definitions

- A. "Dismissal" means the denial of the current educational program to any student,

including exclusion, expulsion and suspension. Dismissal does not include removal from class.

- B. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that will not extend beyond the school year. The authority to exclude rests with the ~~school~~-board.
- C. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to 12 months from the date the student is expelled. The authority to expel rests with the ~~school~~-board.
- AD. "Non-exclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a student from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Non-exclusionary disciplinary policies and practices include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).
- E. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.
- BF. "Student withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a ~~pupil's~~ student's parent/guardian to withdraw a student from the ~~school~~-district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.
- G. "Suspension" means an action by the school administration, under policies promulgated by the school board, prohibiting a student from attending school for a period of no more than 10 school days; provided, however, if a suspension is longer than five school days, the suspending administrator will provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one school day or less, except as may be provided in federal law for a student with a disability.

IV. Policy

- A. The ~~school~~ district will insure that alternative educational services, if the student wishes to take advantage of them, will be adequate to allow the student to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02, and help prepare the student for readmission in accordance with ~~section~~-Minnesota Statutes, section 121A.46, subdivision 5.

B. For expulsion and exclusion dismissals and student withdrawal agreements, as all are defined in Section III: ~~Minnesota Statutes, section 121A.41, subdivision 13:~~

1. for a student who remains enrolled in the ~~school~~ district or is awaiting enrollment in a new district, the ~~school~~-district will continue to review the student's schoolwork and grades on a quarterly basis to ensure the student is on track for readmission with the ~~pupil's~~ student's peers. The ~~school~~-district will communicate on a regular basis with the ~~pupil's~~ student's parent or guardian to ensure that the student is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services will be provided until the student enrolls in another school or returns to the same school;
2. a student receiving school-based or school-linked mental health services in the ~~school~~-district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the student is enrolled in a new district; and
3. the ~~school~~-district must provide to the ~~pupil's~~ student's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the ~~school~~-district website.

III.V. Areas of Responsibility

- A. School Board. The school board holds all school district employees responsible for the maintenance of order within the ~~school~~-district and supports all employees acting within the framework of this discipline policy.
- B. Superintendent. The superintendent will establish guidelines and directives to carry out this policy, hold all ~~school~~-district employees, students, and parents responsible for conforming to this policy, and support all ~~school~~-district employees performing their duties within the framework of this policy. The superintendent will also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy will be submitted to the ~~school~~ board for information and attached as an appendix to this policy.
- C. Principal. The school principal is given the responsibility, authority, and sole discretion to formulate building rules necessary to enforce this policy, subject to superintendent review. The principal will give direction and support to all school employees performing their duties within the framework of this policy. The principal or designee will consult with parents/guardians of students conducting themselves in a manner contrary to the policy. The principal will also involve other professional employees in the disposition of behavior referrals and make use of those agencies appropriate for assisting students and parents. A principal may use reasonable force when it is necessary under the circumstances to ~~correct or~~ restrain a student or to prevent imminent bodily harm or death to the

student or another.

- D. Teachers. All teachers have responsibility for providing a well-planned teaching/learning environment and have a primary responsibility for student conduct, with appropriate assistance from the administration. All teachers will ensure acceptable student behavior. A teacher may use reasonable force when it is necessary under the circumstances to ~~correct or~~ restrain a student or to prevent imminent bodily harm or death to the student or another.
- E. Other ~~School~~-District Employees. All ~~school~~-district employees are responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior are as authorized and directed by the superintendent. A ~~school~~ district employee or other agent of a ~~school~~-the district may use reasonable force when it is necessary under the circumstances to restrain a student or to prevent imminent bodily harm or death to the student or another.
- F. Parents or Legal Guardians. Parents and guardians are responsible for the behavior of their children as determined by law and community practice. They are expected to partner with ~~school~~ district authorities and to participate regarding the behavior of their children.
- G. Students. All students are held individually responsible for their behavior and for knowing and adhering to the ~~Code of Student Conduct~~ Student Rights and Responsibilities Handbook.

H. Reasonable Force Reports

1. The ~~school~~-district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).
2. The ~~school~~-district must report in accordance with state law data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).
3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred ~~shall~~ will be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

IV. Student Responsibilities

All students have the responsibility:

- For their behavior and for knowing and obeying all ~~school~~ district rules, regulations, policies, and procedures;
- To attend school daily, except when excused, and to be on time to all classes and other school functions;
- To pursue and attempt to complete the courses of study prescribed by the state and district;
- To make necessary arrangements for making up work when absent from school;
- To assist ~~school~~ district employees in maintaining a safe schools for all students;
- To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;
- To be aware of and comply with federal, state, and local laws;
- To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with ~~school~~ district employees, as appropriate;
- To respect and maintain the ~~school's~~ district's property and the property of others;
- To dress and groom in a manner that meets standards of safety and health, and is consistent with applicable ~~school~~-district policy;
- To avoid inaccuracies in ~~school~~district-sponsored publications, whether print or electronic, and refrain from indecent or obscene language;
- To conduct themselves in an appropriate physical ~~or~~ and verbal manner; and
- To recognize and respect the authority of ~~school~~ district employees and the rights of others.

VII. Unacceptable Behavior, Investigations of Student Misconduct

The appendix of this policy provides examples of unacceptable behavior. Unacceptable behavior may also include violation of any local, state, or federal law. The examples in the appendix are not intended to be an exclusive list. A student who engages in any unacceptable behaviors will be disciplined in accordance with this policy and its appendix.

This policy applies to all school district buildings, ~~school~~grounds, and district property; district-sponsored activities or trips; school bus stops; school buses, district vehicles, district-contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from district premises or events; and all district-related functions. This policy also applies to student behavior that has a nexus to ~~school~~ district property or the student's status as a district student, including students' use of social media and other electronic communication. This policy also applies to any student whose conduct at any time or in any place

interferes with or obstructs the mission or operations of the ~~school~~ district or the safety or welfare of the student, other students, or employees.

Students are required to cooperate in all disciplinary investigations.

VIII. Recess and Other Breaks

- B. The school district is encouraged to ensure **student** access to structured breaks from the demands of school and to support teachers, principals, and other ~~school~~ **district** staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.
- C. The ~~school~~-district must not use recess detention (as defined in section III.E.) unless:
 - 1. a **student** causes or is likely to cause serious physical harm to other students or staff;
 - 2. the **student's** parent or guardian specifically consents to the use of recess detention; or
 - 3. for **students** receiving special education services, the **student's** individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.
- D. The ~~school~~-district must not withhold recess from a **student** based on incomplete schoolwork.
- E. The ~~school~~-district must require ~~school~~ **district** staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.
- F. The ~~school~~-district must compile information on each recess detention at the end of each school year, including the **student's** age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The ~~school~~-district is encouraged to use the data in professional development promoting the use of non-exclusionary discipline.
- G. The ~~school~~-district must not withhold or excessively delay a **student's** participation in scheduled mealtimes. This section does not alter a **the** district or school's existing responsibilities under Minnesota Statutes, section 124D.111, or other state or federal law.

~~VII~~X. Disciplinary Action Options

The school district's general policy is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of

student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the ~~school~~-district. At a minimum, violation of ~~school~~ district rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The ~~school~~-district will, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the ~~school~~-district. Disciplinary action may include, but is not limited to, one or more of the following:

- student conference with teacher, principal, counselor, or other ~~school~~-district personnel, and verbal warning;
- parent/[guardian](#) contact and/or conference;
- confiscation by the district of any item prohibited by, or used in violation of, any ~~school~~-district policy and/or state or federal law;
- limited time away from the classroom;
- removal from class (pursuant to the ~~student~~ [Minnesota Pupil Fair Dismissal Act](#));
- in-school suspension;
- suspension from extra-curricular activities;
- detention or restriction of privileges;
- loss of school privileges;
- in-school monitoring or revised class schedule;
- referral to in-school support services, law enforcement, community resources, or an outside agency;
- financial restitution;
- request for a petition to be filed in district court for juvenile delinquency adjudication;
- out-of-school suspension under the ~~student~~ [Minnesota Pupil Fair Dismissal Act](#);
- preparation of an admission or readmission plan;
- expulsion or exclusion under the ~~student~~ [Minnesota Pupil Fair Dismissal Act](#); and/or
- other disciplinary action as deemed appropriate by the ~~school~~ district.

~~VI~~X. Removal of Students from Class

A. The teacher of record ~~shall~~ [will](#) have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, limited time away from the classroom, assigning detention or other consequences, or contacting the student's parents/[guardians](#). When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher has the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five days, pursuant to this discipline policy.

Grounds for removal from class include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education,

including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn.

2. Willful conduct that endangers surrounding persons, including district employees, the student or other students, or the property of the ~~school~~ [district](#).
3. Willful violation of any ~~school~~ [district](#) rules; in this policy and Appendix I.
4. Other personal conduct that, in the discretion of the teacher or administration, requires removal of the student from class. A student removal will be for at least one activity period or class period of instruction for a given course of study and not exceed five periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another. The removal from class ~~shall~~ [will](#) be for a period of time deemed appropriate by the principal, in consultation with the teacher.

B. Procedure for the Classroom Teacher to Remove a Student from a Class Pursuant to the ~~student~~ [Minnesota Pupil Fair Dismissal Act](#)

1. A written disciplinary report is submitted by the teacher or district employee within 24 hours of the removal of any student from ~~his/her~~ [their](#) class.
2. If a student is removed from class more than five (5) times in a school year, the ~~school~~-district ~~shall~~ [will](#) notify the parent or guardian of the student's sixth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

C. Responsibility ~~F~~or and Custody of a Student Removed From Class

1. A student removed from class is the responsibility of the principal or lawful designee.
2. A student removed from class must report directly to the principal's office and inform the office employees of ~~his/her~~ [their](#) arrival. Prior to the student's removal, the teacher or district employee will inform the office of the student's removal, the reason for the removal, and the time of the removal.
3. The teacher will determine if the student requires a ~~school~~ [district](#) employee to accompany ~~him/her~~ [them](#) to the office, and, if so, make the necessary arrangements.

D. Return of a Student Procedure

1. The principal or designee will complete the appropriate follow-up disciplinary consequences and ~~school~~ district documentation with the student.
2. The principal or designee readmits the student pursuant to the readmission plan.

E. Notification Procedure

1. The principal or designee determines the necessity of parent/guardian notification resulting from the student being removed from class.
2. The principal or designee will work with the teacher to notify the student of the violation of the discipline rules and resulting disciplinary action.

~~VIII~~XI. Prior to Dismissal Notification

- A. The principal or designee will provide the Tennessean Warning to the student prior to investigating the disciplinary incident when a dismissal from school may be the result of disciplinary action. The student's parent/guardian will be notified, when possible, prior to the reading of the warning.
- B. The principal or designee will record the notification of the student receiving the Tennessean Warning, including the disciplinary action documentation.
- C. The purpose of the Tennessean Warning, per Minnesota Statute 13.04: "An individual asked to supply private or confidential data concerning the individual shall be informed of: (a) the purpose and intended use of the requested data within the collecting government entity; (b) whether the individual may refuse or is legally required to supply the requested data; (c) any known consequence arising from supplying or refusing to supply private or confidential data; and (d) the identity of other persons or entities authorized by state or federal law to receive the data. This requirement shall not apply when an individual is asked to supply investigative data, pursuant to section 13.82, subdivision 7, to a law enforcement officer."

~~IX~~II. Dismissal (as defined in III.A.)

- A. The school district ~~shall~~ will not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion, or expulsion, as those terms are defined in Section III.

The ~~school~~-district will not dismiss any student without attempting to ~~provide alternative educational services~~ use non-exclusionary disciplinary policies and procedures before dismissal proceedings or student withdrawal agreements, as those terms are defined in Section III, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

B. Violations leading to suspension, based upon severity, may also be grounds for expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any school board policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of ~~school~~ district employees to perform their duties, or district-sponsored activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including ~~school~~-district employees, or property of the ~~school~~-district.

C. Disciplinary Dismissals Prohibited

1. A student enrolled in the following is not subject to dismissals under the Minnesota Pupil Fair Dismissal Act:
 - a. a preschool or pre-kindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary pre-kindergarten, or other school-based preschool or pre-kindergarten program; or
 - b. Kindergarten through Grade 3.
2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.
3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under ~~N~~non-exclusionary disciplinary policies and practices have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. School administration must allow a suspended student the opportunity to complete all school work assigned during the period of the student's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district ~~or school~~-employee as a liaison to work with the student's teachers to allow the suspended student to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.
2. If a student's total days of removal from school exceed 10 cumulative days in a school year, the ~~school~~-district will make reasonable attempts to convene a meeting with the student and the student's parent or guardian before

subsequently removing the student from school. The purpose of this meeting is to problem-solve and attempt to determine the ~~pupil's~~ student's need for assessment or other services or whether the parent or guardian should have the student assessed.

3. ~~The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for one school day or less, except as provided under federal law for a student with a disability.~~ Each suspension action will include a readmission plan. The plan may include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide sympathomimetic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of sympathomimetic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a district-sponsored activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect.
45. The ~~school~~ district administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the ~~school~~-district is in the process of initiating an expulsion, in which case the ~~school~~ district administration may extend the suspension to a total of 15 days.
56. In the case of a student with a disability, the student's individual education plan team will meet in accordance with state and federal law.
67. ~~The school administration will implement alternative educational services when the suspension exceeds five days.~~ Alternative education services must be provided to a student who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center selected to allow the student to progress toward meeting graduation standards .
78. The ~~school~~ district administration will not suspend a student from school without an informal administrative conference with the student. The informal administrative conference occurs before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference occurs as soon as practicable following the suspension. At the informal administrative conference, a ~~school~~ district administrator notifies the student of the grounds for the suspension, provides an explanation of the evidence

- the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
89. After ~~school~~ district administration notifies a student of the grounds for suspension, ~~school~~ district administration may, instead of imposing the suspension, pursue other consequences, including encouraging a parent or guardian of the student to attend school with the student for one day.
 910. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota ~~student~~ Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56, will be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within 48 hours of the conference.
 101. Effort will be made by the principal or designee at the time of suspension to notify the student's parent or guardian by telephone of a suspension. In the event that the student's parent or guardian is not available for notification of the suspension at the time of the suspension, the student will remain in the school building for the remainder of the school day at a location or at locations designated by the principal or ~~his/her~~ designee.
 412. A conference will be scheduled between the student's parent or guardian and the principal or designee to discuss the suspension, the reasons therefore, and the readmission plan.
 123. If the parent or guardian is dissatisfied with the disposition of the case after a conference with the principal or designee, the parent or guardian may request and will be granted an interview with the superintendent or designee. Neither this interview, nor the conference in item ~~5~~ 6 will delay the suspension.
 134. During the period of suspension, the student will be furnished with assignments or alternative opportunities for continued learning. The student is expected to make up all work missed during the time of suspension. The teacher determines appropriate credit for such work based on the district's assessment policy and procedures. The student is readmitted to school following the expiration of the suspension.
 145. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice will be served upon the student and the student's parent or guardian within 48 hours of the suspension. Service by mail is complete upon mailing.
 156. Notwithstanding the foregoing provisions, the student may be suspended pending the ~~school~~-board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

DE. Expulsion and Exclusion Procedures

31. A written recommendation for exclusion or expulsion from the principal with supporting data is submitted to the superintendent.
42. The superintendent will review the case and determine whether or not to recommend exclusion or expulsion to the ~~school~~-board.
53. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota ~~student~~Pupil Fair Dismissal Act, Minn. Stat. §§121A.40-121A.56.
64. No expulsion or exclusion is imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
75. The student and parent or guardian are provided written notice of the ~~school~~ district's intent to initiate expulsion or exclusion proceedings. This notice is served upon the student and his or her parent or guardian personally or by certified mail, and contains a complete statement of the facts; a list of the witnesses and a description of their testimony; the date, time, and place of hearing; accompanied by a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56; a description of ~~alternative educational services~~ the nonexclusionary disciplinary policies and practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The ~~school~~-district will **must** advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) **and is posted on its website**.
86. The hearing will be scheduled within 10 days of the service of the written notice unless an extension, not to exceed 5 days, is requested for good cause by the ~~school~~-district, student, parent or guardian.
97. All hearings are held at a time and place reasonably convenient to the student, parent or guardian and will be closed to the public, unless the student, parent or guardian requests an open hearing.
408. The ~~school~~-district will record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
449. The student has a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The ~~school~~-board, or superintendent, may appoint an attorney to represent the ~~school~~-district in any proceeding.

102. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
113. All expulsion or exclusion hearings take place before, and are conducted by, an independent hearing officer designated by the ~~school~~-district, a ~~school~~ board member, a committee of the ~~school~~-board, or the full ~~school~~ board. The hearing will be conducted in a fair and impartial manner. Testimony is given under oath. The hearing officer or ~~school~~-board member has the power to administer oaths and issue subpoenas.
124. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative is given access to all ~~school~~-district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
135. The student, parent or guardian, or authorized representative, has the right to compel the presence of any ~~school~~-district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the ~~school~~-district.
146. The student, parent or guardian, or authorized representative, has the right to present evidence and testimony, including expert psychological or educational testimony.
157. The student cannot be compelled to testify in the dismissal proceedings.
168. The hearing officer, ~~school~~-board member, or ~~school~~-board committee will prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the ~~school~~-board and served upon the parties within two days after the close of the hearing.
179. The ~~school~~-board will base its decision upon the findings and recommendation of the hearing officer or ~~school~~-board member, and render its decision at a meeting held within five days after receiving the findings and recommendation. The ~~school~~-board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the ~~school~~-board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Minnesota Commissioner of Education of the basis and reason for the decision.
2018. A party to an expulsion or exclusion decision made by the ~~school~~-board may appeal the decision to the Minnesota Commissioner of Education within 21 calendar days of ~~school~~-board action. The decision of the ~~school~~ board is

implemented during any appeal to the commissioner.

219. The ~~school~~-district will report any suspension, expulsion, or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
202. The ~~school~~-district must report, through the MDE electronic reporting system, each expulsion or exclusion within 30 days of the effective date of the action to the commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
213. Whenever a student fails to return to school within 10 school days of the termination of dismissal, a ~~school~~ district administrator will inform the student and their parent or guardian by certified mail of the student's right to attend and to be reinstated in the ~~school~~-district.

XIII. Admission or Readmission Plan

A ~~school~~ district administrator ~~will~~ **must** prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan ~~may~~ **must** include measures to improve the student's behavior, ~~including~~ **which may include** completing a character education program consistent with state law, **social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions.** ~~The plan must include reasonable attempts to obtain and require~~ parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XIV. Notification of Policy Violations

Notification of any violation of this policy and resulting disciplinary action is as provided for in state and federal law and district policy. The teacher, principal, or other school district employee may provide additional notification as deemed appropriate.

In addition, the ~~school~~-district must report, through the MDE electronic reporting system, **each exclusion or expulsion, each physical assault of a ~~school~~-district employee by a student, and each student withdrawal agreement** within thirty (30) days of the ~~assault~~-**effective date of the dismissal action, student withdrawal, or assault, to the MDE Commissioner.** This report must include a statement of the ~~alternative educational services~~ **nonexclusionary disciplinary policies and practices,** or other sanction, intervention, or resolution **in response to the assault** given to the student in response to the assault and the reason for, the effective date, and the

duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the student's age, grade, gender, race, and special education status.

XVH. Student Discipline Records

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records are to be consistent with state and federal law, and district policy, including the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13.

XVIH. Students with a Disability

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 Plan specifies a necessary modification.

Prior to the initiation of an expulsion or exclusion of a student with a disability, the [school](#) district will follow state and federal laws regarding such a proposal.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the ~~school~~-district shall continue to provide special education and related services during the period of expulsion or exclusion.

XIVII. Detecting and Addressing Chemical Abuse Problems of Students While on School Premises Procedure

- A. The [school](#) district has established a chemical abuse pre-assessment team pursuant to Minn. Stat. § 121A.26; and
- B. The district has established teacher reporting procedures to ~~school~~ [district](#) administration or designee including the chair of the chemical abuse pre-assessment team.

XVIII. Open Enrolled Students

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minnesota Statutes chapter 260A), and the student's case has been referred to juvenile court. The ~~school~~-district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XVIII. Discipline Complaint Procedure

- A. Students, parents/ ~~and other~~ guardians, and ~~school~~ district staff may file a complaint and seek corrective action when the requirements of the Minnesota ~~student~~ Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.
- B. The Discipline Complaint Procedure must, at a minimum:
 - 1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;
 - 2. provide an opportunity for involved parties to submit additional information related to the complaint;
 - 3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;
 - 4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;
 - 5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies, were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and
 - 6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIX. Distribution of Policy

The school district will notify students and parents/guardians of the existence and contents of this policy in such manner as it deems appropriate. Copies of discipline policies in the *Students' Rights and Responsibilities Handbook* are made available to all students and parents/guardians at the commencement of each school year and to all new students and parents/guardians upon enrollment. This policy is also available upon request in each principal's office.

XX. Review of Policy

The principal and representatives of parents/[guardians](#), students, and employees in each school building will confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes will be submitted to the superintendent for consideration by the school board, ~~which will conduct an annual review of this policy.~~

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations [and Graduation Requirements](#) for Minnesota's Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (~~student~~ [Minnesota Pupil Fair Dismissal Act](#))
Minn. Stat. § 121A.575 (Alternatives to ~~student~~ [Pupil Suspension](#))
Minn. Stat. § 121A.582 ([Student Discipline](#); Reasonable Force)
Minn. Stat. §§ 121A.60-121A.61 ([Discipline and Removal of Students From Class](#))
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 ([State-Approved Alternative Program](#) ~~Area Learning Center Organization~~)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 ([School Boards' Approval to Enrollment in Nonresident District; Exceptions](#))
Minn. Stat. Ch. 125A (~~Students With Disabilities~~ [Special Education and Special Programs](#))
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile ~~Court Act~~ [Safety and Placement](#))
20 U.S.C. §§ 1400-1487 (Individuals ~~w/~~ [with Disabilities Education Improvement Act of 2004](#))
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References:

Policy 413 (Harassment and Violence [Prohibition, Student and Employees](#))
Policy 501 (School Weapons Policy)
Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
Policy 503 (Student Attendance)
Policy 504 (Student Dress and Appearance)
~~Policy 505 (Distribution of Non-school Sponsored Materials on School Premises by Students and Employees)~~
Policy 514 (Bullying Prohibition)
[Policy 524 \(Internet Acceptable Use and Safety\)](#)
Policy 526 (Student Hazing Prohibition)
Policy 527 (Student Use and Parking of Motor Vehicles, Patrols, Inspections, and Searches)
Policy 532 Use of Crisis Teams and Peace Officers to Remove Students with IEPs from

School Grounds

Policy 538 (~~Field Trips and~~ Student Travel)

Policy 634 (Electronic Technologies Acceptable Use)

Policy 713 (Student Transportation)

Policy 904 (Distribution or Display of Materials on School District Property by Nondistrict Persons or Organizations)

Policy

adopted: 07/21/08

amended: 10/22/12

Revised: 07/20/15

Revised: 07/17/17

Revised: 08/08/22

INDEPENDENT SCHOOL DISTRICT NO. 273

Edina, Minnesota

APPENDIX I TO POLICY 506 DISCIPLINE GUIDELINES

Every student and employee of Edina Public Schools is entitled to learn and work in a safe school environment. To ensure this safe environment, the ~~school~~ district ~~and each school~~ ~~have~~ ~~has~~ established clear student discipline policies, consequences appropriate to behaviors, and a practice to implement these guidelines fairly. ~~These guidelines were developed to help ensure that each and every student is able to learn, discover their possibilities, and thrive.~~

All ~~Students~~ ~~PreK-12th grade students~~ are expected to behave in accordance with federal, state, and local laws; district policies and guidelines; and in a way that respects the rights and safety of others. Known violations of federal, state, and local laws will be reported to local law authorities.

The following are district-wide discipline guidelines. These guidelines and the potential consequences apply any time a student is present on district property, participating in a ~~school~~ district-sponsored activity, or traveling in a district vehicle. These guidelines and the potential consequences also apply to student behavior that has a nexus to ~~school~~ district property or the student's status as a district student. Student conduct that occurs off-campus, but has a nexus to the school environment, may form the basis for school discipline. This specifically includes activities that occur off-campus over the internet, on social media, or through other communications. Listed are the violations and the recommended consequences; although all determinations will be made on a case-by-case basis. Minnesota State High School League consequences may also apply in accordance with its rules and district policy.

A student who accumulates excess violations of these disciplinary guidelines or several infractions for serious behavior may be disciplined in light of the student's overall record. The student and parent will have a conference with the principal and/or other appropriate employee(s) to make them aware that the student is accumulating excessive infractions. Any student who has been suspended for violations of the guidelines may be recommended for expulsion upon the student's return if the student commits additional offenses of the same nature.

Restitution or restorative justice principles may be utilized when appropriate for the disciplinary infraction. ~~Restorative school discipline practices focus on fostering a sense of community within school environments to prevent conflict, encourage students to accept responsibility for their actions, and rebuild relationships. In a restorative system, a student might participate in a peer mediation session with staff trained in the restorative circle process to discuss the behavior and the impact with those who were affected by it.~~

The infractions and consequences may be modified or disregarded if circumstances require mitigation or exception (e.g., student whose misbehavior is related to their disability). These discipline guidelines are based on ~~school~~ district policies, located on the district's website.

ATTENDANCE

1. ATTENDANCE, TARDINESS, TRUANCY

In addition to the compulsory attendance mandate of state law, the school board recognizes and emphasizes the intrinsic value of attendance each school day by each student. It enables every student to profit to the maximum degree from the enhanced learning environment that full attendance promotes.

Compulsory attendance policies for students under the age of 17 years will be applied in cases of chronic absence or tardiness. Parental notification will occur when a student is determined to be truant by the school. A student under the age of 17 years with seven or more unexcused absences

may be referred to appropriate services.

Attendance disciplinary action is outlined in the district's attendance policy (Policy 503).

CHEMICAL INFRACTIONS

2. ALCOHOL OR CHEMICALS, POSSESSION OR USE

The possession or use of any alcohol, narcotic, illegal substance, controlled substance, or drug paraphernalia is prohibited while on district property, participating in a district-sponsored activity, or traveling in a district vehicle.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★	★
Grades 43-5	★	Social worker intervention Police referral	3-day suspension Police referral
Grades 6-12	1-3 day suspension Police referral	5-day suspension Police referral	10-day suspension Expulsion recommendation Police referral

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration. Student Services referral should involve counselor, social worker, psychologist, case manager, or other support services.

3. ALCOHOL OR CHEMICALS, POSSESSION WITH INTENT TO DISTRIBUTE OR SELL

Selling, distributing, delivery, exchanging, or intending to sell, deliver, exchange, or distribute any alcoholic, narcotic, illegal substance, or controlled substance on district property, while participating in a district-sponsored event or traveling in a district vehicle is prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★	★
Grades 43-5	★	Student Services referral Police referral	3-day suspension Police referral
Grades 6-12	10-day suspension Expulsion recommendation Police referral		

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration. Student Services referral should involve counselor, social worker, psychologist, case manager, or other support services.

4. MEDICATION MISUSE (OVER THE COUNTER)

Any student in possession of or using an "over the counter" medication must do so in a manner consistent with district policy (see Policy 516 – Student Medication). Selling, distributing, delivering, exchanging, or intending to sell, deliver, exchange, or distribute any "over-the-counter" medication is prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★	★

Grades 4-5	Student Services referral ★	1-day suspension Student Services referral	1-3 day suspension Student Services referral Police referral
Grades 6-12	1-3 day suspension Student Services referral Police referral	5-day suspension Student Services referral Police referral	10-day suspension Expulsion recommendation Police referral

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration. Student Services referral should involve counselor, social worker, psychologist, case manager, or other support services.

5. MEDICATION MISUSE (PRESCRIPTION)

Any student in possession of or using prescription medication must do so in a manner consistent with district policy (Policy 516 – Student Medication). Selling, distributing, delivering, exchanging, or intending to sell, deliver, exchange, or distribute any prescription medication is prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-3	★	★ Student Services referral	★ Student Services referral
Grades 4-5	★ Student Services referral	1-3 day suspension Student Services referral	3-5 day suspension Police referral
Grades 6-12	10-day suspension Expulsion recommendation Police referral	10-day suspension Expulsion recommendation Police referral	

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration. Student Services referral should involve counselor, social worker, psychologist, case manager, or other support services.

6. TOBACCO/NICOTINE USE OR POSSESSION

Possession or use of tobacco/nicotine is prohibited, including e-cigarettes and other items used for the use of tobacco or other illegal substances. Students who congregate in an area where tobacco use has recently occurred (e.g., bathroom stall) will each be considered to have been using tobacco.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★	Same/ next day dismissal Student Services referral
Grades 4-5	★	Same/ next day dismissal	12-day suspension Police referral
Grades 6-12	1-day suspension Police referral	2-3 day suspension Police referral	3-5 day suspension Police referral

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.

DANGEROUS AND/OR NUISANCE ITEMS

7. FIREARMS

Minnesota state law requires that school boards *must expel for a period of at least one year* a student who is determined to have brought a firearm to school. The definition of a firearm is found at 18 U.S.C. § 921. The school board may modify this expulsion requirement on a case-by-case basis.

Grades	First Offense
Grades Pre K-12	10-day suspension; Expulsion recommendation; Police referral

8. FIREWORKS

Possession, distribution, or use of any type of fireworks (sparklers, firecrackers, smoke bombs) or ammunition is prohibited. If it is determined that a student brought such an item to school without intent to harm, the student may not be considered in possession of fireworks. Use of any fireworks that creates a serious disturbance or safety hazard may be considered a violation of “Weapons, Explosives, Incendiary Devices, Ammunition, and Other Dangerous Items.”

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	Same/next day dismissal ★	3-day suspension ★
Grades 4-5	Same/next day dismissal ★	2-day suspension ★	5-day suspension ★
Grades 6-12	3-5 day suspension	5-10 day suspension	10-day suspension Expulsion recommendation

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration. Building administration will consider intent when assigning disciplinary consequences.

9. NUISANCE OBJECTS

Misuse or distribution of any object that causes distractions or a nuisance is prohibited. These objects may include, but are not limited to, laser pointers, lighters, radios, squirt guns, video games, snaps, and stink bombs, ~~bolt cutters and crowbars.~~

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★	★
Grades 4-5	★	★	★
Grades 6-12	★	1-day suspension	3-day suspension

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.

10. POTENTIALLY DANGEROUS ITEMS

Possessing potentially dangerous items that if misused may be considered dangerous, illegal or could possibly cause harm are prohibited. If it is determined that a student brought such an item

to school without intent to harm, the student may not be considered in possession of a weapon. ~~Nonetheless, because students are responsible for what they bring to school and possession of these items are prohibited, the consequences outlined below apply.~~ If a student directly or indirectly threatens another person or persons with such an object, the student will be determined to be in possession of a weapon and appropriate action will be taken in accordance with district policy.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★	1-day suspension
Grades 43-5	★	1-day suspension	3-day suspension
Grades 6-12	1-day suspension	3-day suspension	5-day suspension

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.

11. WEAPONS, EXPLOSIVES, INCENDIARY DEVICES, AMMUNITION, AND OTHER DANGEROUS ITEMS

The possession, real or implied, of weapons, explosives, incendiary devices, ammunition, or other items considered dangerous, illegal or which could cause harm, destruction, or disruption is prohibited. The possession of imitation, non-working, or self-created weapons (i.e. 3D printing) is prohibited. The use or detonation of explosives, weapons, incendiary devices, ammunition, or other items considered dangerous, illegal, or which could cause harm, destruction, or disruption is prohibited. If it is determined that a student brought such an item to school without intent to harm, the student may not be considered in possession

Grades	First Offense	Second Offense
Grades PreK-23	★	★
Grades 43-5	3-5 day suspension Police referral	10-day suspension; Expulsion recommendation; Police referral
Grades 6-12	10-day suspension; Expulsion recommendation; Police referral	

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.

DRIVING INFRACTIONS AND TRANSPORTATION

12. DRIVING, CARELESS OR RECKLESS

Driving any motorized or non-motorized vehicle on district property in such a manner as to endanger people or property is prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades 9-12	Parking permit revoked for identified time period Police referral	3-day suspension Parking permit permanently revoked Police referral	5-day suspension Police referral

13. TRANSPORTATION

All rules that apply to building and classroom behavior apply while riding a school bus. Therefore, students may be administered consequences consistent with other school discipline procedures

and in accordance with district policy. Students endangering persons or property may lose bus riding privileges immediately and for an indefinite period. Students, grades 6-12, who commit a fourth offense, will be suspended from riding the bus for the remainder of the school year.

Grades	First Offense	Second Offense	Third Offense	Fourth Offense	Fifth Offense
Grades PreK-5	Verbal Warning	1-day bus suspension ★	3-day bus suspension ★	5-day bus suspension ★	Loss of bus riding privilege for school year
Grades 6-12	Verbal Warning	1-3 day bus suspension ★	5-10 day bus suspension	Loss of bus riding privilege for school year	

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.

14. VEHICLE, UNAUTHORIZED PARKING, DISPLAY OF PARKING PERMIT

Not having or not displaying a valid parking permit is prohibited. Parking a vehicle in an unauthorized area is prohibited. Failure to adhere to parking regulations may result in towing without warning. In addition, students and their entire carpool are subject to temporary or permanent loss of parking permits.

Grades	First Offense	Second Offense	Third Offense
Grades 9 -12	Immobilization of vehicle and \$30 fine	Immobilization of vehicle and \$60 fine	Immobilization of vehicle and \$90 fine

15. VEHICLE, STEALING PERMIT, FORGING PERMIT, FALSE PERMIT

Stealing, forging, or using a false permit will result in a school suspension and the loss of parking privileges.

PHYSICAL INFRACTIONS

16. ASSAULT

Committing an act with intent to cause fear in another person of immediate bodily harm or death or intentionally inflicting or attempting to inflict bodily harm upon another person is prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	Same/next day dismissal 1-2 day suspension Student Services Referral	Same/next day dismissal 3-day suspension Student Services Referral
Grades 4-5	1-2 day suspension Student Services Referral	3-day suspension Student Service /Police referral	10-day suspension Expulsion recommendation Police referral
Grades 6-12	3-5 day suspension Student Services referral	5-day suspension Student Services/Police referral 10-day suspension Expulsion recommendation Police referral	10-day suspension Expulsion recommendation Police referral

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(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration. Student Services referral should involve counselor, social worker, psychologist, case manager, or other support services. Administrative discretion to jump a level based on severity of situation.

17. ASSAULT, AGGRAVATED

Committing an assault upon another person with a weapon or an assault that inflicts great bodily harm upon another person is prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades Pre K-23	Same/next day dismissal ★	2-5 day suspension Student Services referral	5-10-day suspension Police referral
Grades 4-5	5-day suspension Student Services referral	10-day suspension Expulsion recommendation Police referral	
Grades 6-12	10-day suspension Expulsion recommendation Police referral		

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration. Student Services referral should involve counselor, social worker, psychologist, case manager, or other support services.

18. FIGHTING

Engaging in any form of fighting where blows are exchanged is prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★	★ Student Services referral
Grades 4-5	★	★ Student Services Referral	Same/next day dismissal Student Services referral
Grades 6-12	1-3 day suspension Student Services referral	3-5 day suspension Student Services referral	10-day suspension Expulsion recommendation

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration. Student Services referral should involve counselor, social worker, psychologist, case manager, or other support services.

19. PUSHING, SHOIVING, SCUFFLING

Physical contact that could harm others, but is not defined as an assault or fighting, is prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-2	★	★	★

Grades 3-5	★	★	★
Grades 6-12	★	1-3 day suspension	3-5 day suspension

(★) Indicates opportunity *for restorative practices and potential disciplinary action assigned by building administration.*

20. SEXUAL MISCONDUCT

Engaging in nonconsensual sexual intercourse or sexual contact with another person including intentional touching of clothing covering a person's intimate parts, intentional removal or attempted removal of clothing covering a person's intimate parts, or clothing covering a person's undergarments, if the action is performed with sexual or aggressive intent, is prohibited. Indecent exposure is also prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★ Student Services referral	★ Student Services referral
Grades 4-5	★	Same/next day dismissal Student Services referral	2-day suspension Student Services referral
Grades 6-12	10-day suspension Expulsion recommendation Police referral		

(★) Indicates opportunity *for restorative practices and potential disciplinary action assigned by building administration. Student Services referral should involve counselor, social worker, psychologist, case manager, or other support services.*

PROPERTY INFRACTIONS

21. ARSON

The intentional setting of a fire that results in, or could have potentially resulted in, the destruction or damage to district property or other property or that endangers or potentially endangers others by means of fire is prohibited.

Grades	First Offense
Grades preK-12	10-day suspension; Expulsion recommendation; Police referral

22. BREAKING AND ENTERING

Entering a secured district location, after school hours, using an unauthorized mechanism of entering is prohibited.

Grades	First Offense	Second Offense
PreK-3	★	★

Grades K 4-12	5-day suspension Police referral	10-day suspension Expulsion recommendation Police referral
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(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.

23. FIRE EXTINGUISHER, UNAUTHORIZED USE

Fire extinguishers are important tools that are needed in potentially life-threatening fires. All other uses are prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	Same/next day dismissal ★	2-day suspension ★
Grades 4-5	★	Same/next day dismissal	2-day suspension
Grades 6-12	★	3-5 day suspension Police referral	10-day suspension Expulsion recommendation Police referral

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.

24. ROBBERY OR EXTORTION

Taking property from another person by use of force, threat of force compelling acquiescence, or under false pretenses is prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★	Same/next day dismissal ★
Grades 4-5	★	Same/next day dismissal	2-day suspension
Grades 6-12	3-5 day suspension Police referral	5-10 day suspension Police referral 10 day suspension pending further investigation** Expulsion recommendation Police referral	10-day suspension Expulsion recommendation Police referral

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.

(**) Indicates further investigation may result in a reduction of suspension or a recommendation for expulsion.

25. SECURITY SYSTEM TAMPERING

Any action that is intended to deactivate, damage, or destroy any security system of the district is prohibited. This action includes, but is not limited to, the disabling of or tampering with a district security camera or an automatic locking door apparatus.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	Same/next day dismissal ★	2-day suspension Police referral ★
Grades 43-5	Same/next day dismissal Police referral ★	1-day suspension Police referral	1-3 day suspension Police referral
Grades 6-12	1-3 day suspension Police referral	3-5 day suspension Police referral	10-day suspension Expulsion recommendation Police referral

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.

26. THEFT, RECEIVING OR POSSESSING STOLEN PROPERTY

The unauthorized taking, using, transferring, hiding, or possessing of the property of another person without the consent of the owner or the receiving of such property is prohibited. Restitution, when appropriate, will be required.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★	Same/next day dismissal ★
Grades 43-5	★	Same/next day dismissal	2-day suspension
Grades 6-12	1-3 day suspension Police referral	3-5 day suspension Police referral	10-day suspension Expulsion recommendation Police referral

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.

27. TRESPASSING

Remaining on school property without authorization is prohibited. Students are not to go into other district buildings unless they have permission from the building administrator or are attending a district-sponsored event. Any student on suspension who goes to a district location without permission is subject to being charged with trespassing and an increase in suspension time. Admitting others through a locked or secured entrance without the permission of district employees is prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★	★
Grades 43-5	★	★	Same/next day dismissal
Grades 6-12	1-day suspension	1-3 day suspension	5-10 day suspension

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.

28. VANDALISM, MINOR ACTS (LESS THAN \$500)

Littering, defacing (including placement of graffiti), cutting, damaging, or destroying property that belongs to the district or other individuals/entities is prohibited. Vandalism is prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★	★
Grades 4-5	★	Same/next day dismissal	2-day suspension
Grades 6-12	1-3 day suspension Police referral	5-day suspension Police referral	10-day suspension; Expulsion recommendation; Police referral

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.

29. VANDALISM, MAJOR ACTS (MORE THAN \$500)

Littering, defacing (including placement of graffiti), cutting, damaging, or destroying property that belongs to the district or other individuals/entities is prohibited. Vandalism is prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★	Same/next day dismissal ★
Grades 4-5	★	Same/next day dismissal	4-5 day suspension
Grades 6-12	10-day suspension; Expulsion recommendation Police referral		

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.

SCHOLASTIC DISHONESTY

30. DISHONESTY, SCHOLASTIC

Scholastic dishonesty that includes, but is not limited to, cheating on school assignments or tests, plagiarism, or collusion is prohibited. Academic consequences may also be assigned.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★	Same/next day dismissal ★
Grades 4-5	★	★	1-3 day suspension
Grades 6-8	★	1-day suspension	1-3 day suspension
Grades 9-12	★ Student Services Referral	1-day suspension	3-10 day suspension

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration. Student Services referral should involve counselor, social worker, psychologist, case manager, or other support services.

TECHNOLOGY INFRACTIONS

31. ELECTRONIC DEVICES, MISUSE OF

Rules relating to the possession and/or use of cell phones and/or personal electronic mobile devices in school are dependent upon the grade level of the individual student. Students are not allowed to use cell phones or personal electronic mobile devices at the elementary level during the hours of the school day, unless specifically directed otherwise by a district employee. High school and middle school students may use cell phones or personal electronic mobile devices at the discretion of a teacher **and in accordance with school policy**, and **only** in a way that is not disruptive to the educational process including use in class or in any way that sacrifices, or potentially sacrifices, academic integrity (see also Dishonesty, Scholastic, and Photographic Device Misuse).

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★	★
Grades 4-5	★	★	★
Grades 6-8	★	★	1-day suspension
Grades 9-12	★	1-day suspension	3-day suspension

(★) Indicates opportunity **for restorative practices and potential disciplinary action assigned by building administration.**

32. PHOTOGRAPHIC OR RECORDING DEVICE MISUSE

Use of any photographic or recording device, film camera, digital camera, cell phone camera, **and/or** video camera to capture, record, transmit, and/or post the words or sounds (i.e., audio) and/or images (i.e., pictures/video) of any student, staff member, or other person without their permission, and/or **which** impinges upon the rights of others, **and** is prohibited. This prohibition includes the distribution or receipt of a picture(s)/recording that impinges upon the personal privacy of another. Misuse of any device in a school locker room, school bathroom, or elsewhere in a way that violates the personal privacy of **the**an individual may result in the immediate initiation of the expulsion process.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-5	★	★	★
Grades 6-12	1-2 day suspension	3-5 day suspension	5-day suspension

(★) Indicates opportunity **for restorative practices and potential disciplinary action assigned by building administration.**

33. TECHNOLOGY AND TELECOMMUNICATIONS, MISUSE

Misuse of technologies, equipment, or network; deletion or violation of password-protected information, computer programs, data, passwords, or system files; inappropriate accessing of files, directories, and Internet sites; deliberate contamination of the system; unethical use of information; or violation of copyright laws are prohibited. In addition, network access may be monitored and/or limited as a result of technology and/or telecommunication misuse. ~~Students will follow the following *Online Code of Ethics* when using district technology, network resources, and the Internet, including Web 2.0 products.~~

Grades	First Offense	Second Offense	Third Offense
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Grades PreK-5	★	★	2-3 day suspension. ★ Network access limited or monitored for the rest of the year.
Grades 6-12	★	★	10-day suspension <i>and</i> access limited or monitored indefinitely. Expulsion recommendation.

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.

34. TECHNOLOGY & TELECOMMUNICATIONS, BREACH OF

The deliberate breach of the school-district network and technology resources is prohibited, and may result in disciplinary actions, including but not limited to suspension, police referral, and recommendation for expulsion.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-3	★	★	★
Grades K-12	1-3 day suspension. Student Services referral.	3-5 day suspension. Police referral.	10-day suspension. Police referral. Recommendation for expulsion.

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration. Student Services referral should involve counselor, social worker, psychologist, case manager, or other support services

THREATENING AND/OR DISRUPTIVE BEHAVIOR

35. RACISM, RELIGIOUS-BASED DISCRIMINATION, XENOPHOBIA, SEXUAL ORIENTATION AND GENDER IDENTITY DISCRIMINATION

Student misconduct based on race, religion, country of origin, sexual orientation, or gender identity that includes, but is not limited to, inappropriate and harmful comments, slurs, jokes, pictures, objects, threats, and/or intimidation.

Grade Band	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★ Student Services Referral	★ Same/next day dismissal Student Services Referral
Grades 4-5	★	Same/next day dismissal Student Services	1-2 day suspension Student Services Referral

		Referral	
Grades 6-8	1-3 day suspension Student Services Referral	3-5 day suspension Student Services Referral	10-day suspension pending further investigation** Student Services Referral
Grades 9-12	3-5 day suspension Student Services Referral**	10 day suspension pending further investigation** Student Services Referral	10 day suspension pending further investigation** Student Services Referral

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration. Restorative actions in these cases need to include an educational component. Student Services referral should involve counselor, social worker, psychologist, case manager, or other support services.

(**) Indicates further investigation may result in a reduction of suspension or a recommendation for expulsion.

36. ABUSE, VERBAL

The use of language that is obscene, threatening, intimidating, or inflammatory, or that degrades other people is prohibited. Verbal abuse may also be addressed under the guidelines for harassment and/or bullying, when appropriate.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★ Student Services Referral	★ Same/next day dismissal Student Services Referral
Grades 4-5	★	Same/next day dismissal Student Services Referral	1-2 day suspension Student Services Referral
Grades 6-8	1-2 day suspension	2-3 day suspension	3-5 day suspension
Grades 9-12	1-3 day suspension	3-5 day suspension	10-day suspension Expulsion recommendation

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration. Student Services referral should involve counselor, social worker, psychologist, case manager, or other support services

37. BOMB THREAT OR TERRORISTIC THREAT

Making, publishing, or conveying in any manner a bomb threat or any other type of terroristic threat pertaining to a school location or event is prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	5-day suspension Police referral	10-day suspension Expulsion recommendation

	Police referral Student Services referral	★ Student Services referral	Police referral ★ Student Services referral
Grades 4-5	5 day suspension Police referral	10 day suspension Police referral	10 day suspension Expulsion recommendation Police referral
Grades 6-12	10 day suspension Expulsion recommendation Police referral		

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.

38. BULLYING OR INTIMIDATING BEHAVIOR

Bullying or intimidating behavior of any type, including through the use of technology and the Internet, is prohibited. Bullying or intimidating behavior may also be addressed under the guidelines for harassment and/or verbal abuse, when appropriate.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★ Student Services Referral	★ Same/Next day dismissal Student Services Referral
Grades 4-5	★	Same/Next day dismissal Student Services Referral	1- 2 day suspension Student Services Referral
Grades 6-12	★	1-3 day suspension Student Services Referral	2-10 day suspension Student Services referral

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration. Student Services referral should involve counselor, social worker, psychologist, case manager, or other support services

39. DISORDERLY CONDUCT

Disorderly conduct is prohibited. Disorderly conduct is an act that the student knows or has reasonable grounds to know will alarm, anger, disturb others, or provoke an assault or breach of the peace. Disorderly conduct may also be engaging in offensive, obscene, abusive, boisterous, or noisy conduct or gestures, or offensive, obscene, or abusive language tending reasonably to arouse alarm, anger, or resentment in others.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★	★ Student Services referral
Grades 4-5	★ Student Services	Same/next day dismissal	1-day suspension

	referral		
Grades 6-12	1-day suspension Student Services referral	2-5 day suspension	10-day suspension Expulsion recommendation

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration. Student Services referral should involve counselor, social worker, psychologist, case manager, or other support services

40. DISRUPTIVE OR DISRESPECTFUL BEHAVIOR

Disruptive or disrespectful behavior is prohibited. Disruptive or disrespectful behavior is language or behavior that disrupts or threatens to disrupt the school environment.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★	Same/next day dismissal ★
Grades 43-5	★	★	Same/next day suspension
Grades 6-8	★	★	1-3 day suspension
Grades 9-12	★	1-day suspension	3-day suspension

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.

41. FIRE ALARM, FALSE

Intentionally giving a false alarm of a fire or tampering or interfering with any fire alarm, fire alarm system, or sprinkler system is prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	Same/next day dismissal Police referral ★ Student Services referral	2-day suspension Police referral ★ Student Services referral
Grades 43-5	Same/next day dismissal Police referral	2-day suspension Police referral	3-day suspension Police referral
Grades 6-12	5-day suspension Police referral	10-day suspension Expulsion recommendation Police referral	

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.

42. GAMBLING

Gambling, including but not limited to, playing a game of chance for stakes or possession of gambling devices (including machines, video games, and other items used to promote a game of chance) is prohibited.

Grades	First Offense	Second Offense	Third Offense
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Grades PreK-23	★	★	Same/next day dismissal ★
Grades 4-5	★	Same/next day dismissal	2-day suspension
Grades 6-12	★	1-3 day suspension	3-5 day suspension

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.

43. HARASSMENT OR RETALIATION

Harassment and violence because of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, or age, as defined in the district policy, are prohibited. Reprisal or retaliation for a complaint of harassment is prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★ Student Services Referral	★ Same/next day dismissal Student Services Referral
Grades 4-5	★	Same/next day dismissal Student Services Referral	1-2 day suspension Student Services Referral
Grades 6-8	★	1-3 day suspension	3-5 day suspension
Grades 9-12	1-3 day suspension 3-5 day suspension Student Services referral	3-5 day suspension 10-day suspension pending further investigation** Student Services referral	10 day suspension Expulsion recommendation 10-day suspension pending further investigation** Student Services referral

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration. Student Services referral should involve counselor, social worker, psychologist, case manager, or other support services.

(**) Indicates further investigation may result in a reduction of suspension or a recommendation for expulsion.

44. HAZING

Hazing activities of any type are prohibited at all times. Hazing means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other purpose. Specific examples of hazing are found in Policy 526 – Student Hazing Prohibition. Hazing, by its very nature, often occurs off school grounds, after school hours, on non-school days, and during summer months. Students are advised that hazing is prohibited whenever and wherever it occurs.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-5	★	★	★

Grades 6-12	1-3 day suspension	3-5 day suspension	10-day suspension Expulsion recommendation
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(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.

45. INSUBORDINATION

A deliberate refusal to follow an appropriate direction or to identify one's self when requested is prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-3	★	★	★
Grades K-4-5	★	★	Same/next day dismissal
Grades 6-12	★	1-3 day suspension	3-5 day suspension

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.

46. THREATENING GROUP ACTIVITY

Threatening group-related activity, the use of graffiti emblems, symbolism, hand signs, slang, tattoos, jewelry, discussion, clothing, etc. are prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★	★ Student Services referral
Grades 43-5	★	★ Student Services referral	Same/next day dismissal Student Services referral
Grades 6-12	3-day suspension Student Services referral	5-day suspension	10-day suspension Expulsion recommendation

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration. Student Services referral should involve counselor, social worker, psychologist, case manager, or other support services.

47. THREATS OF PHYSICAL HARM TOWARD STUDENTS, EMPLOYEES, OR OTHER PERSONS

The use of language that is blatantly threatening or intimidating that could be interpreted as a death threat or insinuating the infliction of serious bodily harm upon students, employees, or other persons is prohibited. Making comments that could be interpreted as death threats or insinuating the infliction of serious bodily harm upon students, employees, or other persons is prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-3	★	★	★
Grades 43-5	5-day suspension	10-day suspension Expulsion recommendation Police referral	

Grades 6-12	10-day suspension Expulsion recommendation Police referral		
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(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.

OTHER BEHAVIOR INFRACTIONS

48. DRESS AND APPEARANCE

This school district encourages students to be dressed and groomed appropriately for school activities. This is a joint responsibility of the student and the student's parent(s) or guardian(s). Further detail on Student Dress and Appearance is described in Policy 504.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-12	★ Student Services Referral	★ Student Services Referral	★ Student Services Referral

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration. Student Services referral should involve counselor, social worker, psychologist, case manager, or other support services.

49. FALSE REPORTING

Intentionally reporting false information about the behavior of a student or employee is prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★	★
Grades 4-5	★	★	1-3 day suspension
Grades 6-12	1-3 day suspension	3-day suspension	3-5 day suspension

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.

50. RECORDS OR IDENTIFICATION FALSIFICATION

Falsifying signatures or data, misrepresenting identity, or forging notes is prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★	★
Grades 4-5	★	★	Same/next day dismissal
Grades 6-8	★	1-3 day suspension	3-5 day suspension
Grades 9-12	1-day suspension	3-day suspension	3-5 day suspension

(★) Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.

51. SECRET SOCIETIES (FRATERNITIES/SORORITIES)

Membership in secret fraternities, sororities, and clubs is prohibited throughout the district.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-23	★	★	★
Grades 4 -5	★	★	★
Grades 6-12	★	1-3 day suspension	3-5 day suspension

(★) Indicates opportunity *for restorative practices and potential disciplinary action assigned by building administration.*

52. UNIQUE SITUATIONS

Discipline situations not covered by these guidelines will be handled on a case-by-case basis. Behaviors that are willful and disruptive or potentially harmful are included. Unique or special situations at a particular school may call for an adjustment in the discipline policies to meet the school or district's needs.

Policy [Appendix](#)

established: [07/18/11](#)

Revised: [10/22/12](#)

Revised: [08/19/13](#)

Revised: [07/30/14](#)

Revised: [07/20/15](#)

Revised: [07/17/18](#)

Revised: [08/08/22](#)

INDEPENDENT SCHOOL DISTRICT [NO. 273](#)
Edina, Minnesota

VI. Action

VI.A. Framework for Secondary ELA Course and
Resource Recommendations

Speaker (s) : Bethany Van Osdel, Assistant Director of Teaching and Learning; and Jody De St. Hubert, Director of Teaching and Learning



Board Meeting Date: 8/14/23

Title: Framework for Secondary ELA Course and Resource Recommendations

Type: Action

Presenter(s): Bethany Van Osdel, Assistant Director of Teaching & Learning; and Jody De St. Hubert, Director of Teaching and Learning

Description: The Edina Comprehensive Literacy Plan K-12 has been developed in response to the Edina Public Schools 2020-2027 Strategic Plan's call to review, develop, and implement a continuous improvement plan for literacy, readiness, and rigor for all. The 6-12 Comprehensive Literacy Plan defines the unified commitments for secondary ELA programming in Edina Public Schools. In addition, it outlines the high level view of the structures and processes for decision making and implementation. The secondary ELA course and resource recommendation processes will use the 6-12 CLP as a guide. The processes for secondary ELA course and resource recommendations will also use the guiding change documents and timelines outlined in the following report as critical guides in the process.

The guiding change documents were co-created by a variety of design teams throughout the last three years. The combination of the previously approved K-12 Comprehensive Literacy Plan Guiding Change document and the Secondary Comprehensive Literacy Plan CPSS continuum were synthesized to create the guiding change documents included in this report. The Tier 1 Secondary ELA Design Team met on Wednesday, May 17th. The team was updated on board input and collaborated on the final edits in the report.

K-12 Comprehensive Literacy Plan Initial Development Team:

- Paul Domer - Concord Elementary, Principal
- Lisa Masica - Cornelia Elementary, Principal

- Jeff Jorgensen - Previous Special Education Director
- Bonnie Houck - Previous Literacy Coordinator
- Laura McLuen - Previous Special Education Coordinator
- Leigh Ann Feily - Continuous Improvement Specialist
- Jessie Lindberg - Highlands Elementary, Learning Specialist
- Lisa Hawthorne - Early Learning Center & Special Education Assistant Director
- Deb Richards - Talent Development District Coordinator
- Jenn Carter - Edina High School, Assistant Principal
- Shaun Pakenham – Highlands, Dean
- Tami Jo Cook – South View, Assistant Principal
- Mark Carlson - Curriculum Coordinator
- Donna Roper - Previous Director of Research & Evaluation
- Melisa (Missy) Zenner - Valley View, Coach

Supportive District Leaders:

- Randy Smasal - Asst. Superintendent
- Jody de St Hubert - Director of T & L

Tier 1 Secondary Comprehensive Literacy Design Team (this list is also included in the 6-12 CLP on page 3):

- Emily Olsen - Valley View, 6th Grade Teacher
- Eli Michelson - South View, 7th Grade Teacher
- Margaret Smith - Valley View, 8th Grade Teacher
- Ana Jankowski/Julia Mason - South View, 8th Grade Teachers
- Kari Discher - Edina High School, 10th Grade Teacher
- Sarah Burgess - Edina High School, 9th and 11th Grade Teacher (College Reading Readiness)
- Sarah Hinson - Edina High School, AVID Site Coordinator & 11/12 Elective Teacher and Reading & Intervention Teacher
- Tess Bademan - Edina High School, 10th Grade Teacher
- Sara Swensen - Edina High School, Media Specialist
- Robert Diehl - Valley View, Media Specialist
- Mike Walker/Matt Flugum - District Instructional Technology Coordinator
- Bethany Van Osdel - Assistant Director of Teaching and Learning, Team Facilitator

Tier 2 and 3 Secondary Comprehensive Literacy Design Team (this is also listed on page 3 of the 6-12 CLP):

- Sarah Burgess - Edina High School, 9th and 11th Grade Teacher (College Reading Readiness)
- Kristin Wetzal - Edina High School
- Leah Jones - Edina High School, Multilingual Learner teacher
- Anna Wise - Edina High School, Special Education teacher

- Kathryn Gimse - Valley View, Multilingual Learner teacher
- Sam Jung - Valley View, Special Education teacher
- Katie Higgins - Valley View reading intervention and coach
- Jennifer Harrits - Southview, Reading intervention teacher
- Gretchen Lund - Southview, Multilingual Learner teacher
- Emily Larson - Southview, Special Education teacher
- Tricia Pettis - Southview, dean
- Facilitators
 - Bethany Van Osdel, Assistant Director of Teaching and Learning
 - Leigh Ann Feily, MTSS Coordinator

Recommendation: This report is recommending the approval of the proposed framework for Secondary ELA Courses and Resources Guiding Change recommendations.

Desired outcomes from the board: Review and approve the proposed framework for Secondary ELA Courses and Resources Guiding Change recommendations.

Background Materials:

Approved [PreK-5 and Preliminary 6-12 Comprehensive Literacy Plan Approved Spring 2021](#) (Guiding Change on page 28)
Proposed [Secondary Comprehensive Literacy Plan](#) (CPSS continuum on page 13-15)

Attachments:

Secondary Course Recommendations Guiding Change Document
Secondary Resource Recommendations Guiding Change Document
Timeline for Secondary Course and Resource Recommendations

Secondary Course Recommendations

To include input on the following for 6-12:
 Standard courses (enrichment for all)
 Intervention courses (Tier 2 and/or Tier 3)
 Honors/enrichment courses (extended)
 AP/CIS courses (accelerated)

Context and Reality	Unacceptable Means	Results
<ul style="list-style-type: none"> ● EPS has a strong education tradition with a culture of innovation, academic excellence, and high achievement. ● Earned Honors is a class that was innovated and introduced as a pilot at EHS in 2018. There has been a review of Earned Honors in 2022-23 and an update to the board on next steps will occur in June 2023. ● Staff are professional, committed life-long learners who are the reason for the Edina tradition of excellence. ● The implementation timeline for Minnesota ELA Standards is for full adoption to occur in 2025-26. ● The literacy development of all learners is prioritized in Strategic Plan A.4. ● 74% of 6 - 9 students are meeting FASTBridge proficiency targets on 2023 spring data. ● An average of 73% of secondary students are growing at a typical or aggressive rate from fall 2022 to spring 2023. ● There are predictable, yet unacceptable achievement gaps impacting students of certain demographics. ● Gaps in necessary foundational skills are present across all populations for some students at all levels in the Edina secondary system. ● Leadership has varying levels of experience, knowledge surrounding literacy. ● Staff have varying levels of experience & instructional styles. ● Technology is expanding as a resource for the delivery and support of literacy. 	<ul style="list-style-type: none"> ● Develop course offerings that are not coherent or consistent with the Edina Public Schools strategic plan, mission, vision, core values and beliefs. ● Create differences, thus inequities, in course offerings across secondary sites that result in opportunity gaps for the unique needs of each and every Edina learner across the entire spectrum of learning differences from learners who are demonstrating a need for additional support to learners who are demonstrating a need for acceleration. ● Create misalignment across the Edina MTSS system by making decisions about core classes, intervention classes, and accelerated classes in isolation. ● Develop a plan that does not align with district policy, MN State Standards or state statute. ● Exceed available funding limits. ● Course recommendations are developed without periodic school board updates. ● Course recommendations do not reflect best practices. ● Created courses negatively impact learning for any student. ● Courses are not inclusive of all cultures nor grounded in the Culturally Proficient School Systems Framework. ● Recommend course offerings negatively impact staffing in our existing buildings. 	<ul style="list-style-type: none"> ● All Edina students are College, Career and Civic Ready. ● All Edina students experience a dynamic learning community that prepares them to realize their full potential. ● Every student meets proficiency and growth targets, at a minimum. ● All students have access to foundational literacy and language skills if and as needed through course planning. ● All courses provided students an opportunity to develop rich vocabulary, as well as communication and comprehension skills and strategies necessary to engage in high levels of critical thinking across all literacy modalities & content areas. ● Edina ELA courses offer a breadth of opportunity and choice for all students to access rigorous content as they read, write, & communicate. ● Each and every student knows where and how to access AND be escorted through an open door to rich & rigorous reading and writing opportunities. ● Every course option is challenging and incorporates creativity, curiosity and higher order thinking skills for each and every student. ● Course offerings will be comprehensive of a clear, aligned Multi-Tiered System of Service (MTSS: as defined in the Secondary CLP pages 16-22). ● Learners move from needing high support to participating in the most challenging courses over their academic career.

<ul style="list-style-type: none"> ● There are resource challenges including funds and time. ● There is a lack of alignment across the district in terms of systems, resources, and instruction. ● The comprehensive assessment, data analysis, and feedback systems are not consistently operational across the system. ● Vertical and horizontal alignment is improving and can continue to improve. 	<ul style="list-style-type: none"> ● Recommended course offerings are designed so that meeting the needs of each and every student is difficult to attain in application. ● Professional development and support resources are not provided during implementation. ● Diverse stake-holders are not included in the decision making process. ● Course recommendations do not align with strategic plan strategy A.2: Provide a coherent and differentiated educational experience that effectively engages, appropriately challenges every student academically. ● Course recommendations do not align with Policy 603, Curriculum and Program Review and Development. 	<ul style="list-style-type: none"> ● Opportunities for support are in place systematically and within individual classrooms and are regularly evaluated for effectiveness. ● Courses ensure students are increasingly aware of their learning, opportunities for growth and their developing agency. ● As part of the implementation process, courses are regularly examined using data and stakeholder feedback to improve outcomes for students.
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Secondary Resource Recommendations

To include input on the following for 6-12:
 Standard courses (enrichment for all)
 Intervention courses (Tier 2 and/or Tier 3)
 Honors/enrichment courses (extended)
 AP/CIS courses (accelerated)

Context and Reality	Unacceptable Means	Results
<ul style="list-style-type: none"> ● EPS has a strong education tradition with a culture of innovation, academic excellence, and high achievement. ● Staff are professional, committed life-long learners who are the reason for the Edina tradition of excellence. ● The implementation timeline for Minnesota ELA Standards is for full adoption to occur in 2025-26. ● The literacy development of all learners is prioritized in Strategic Plan A.4. ● 74% of 6 - 9 students are meeting FASTBridge proficiency targets on 2023 spring data. ● An average of 73% of secondary students are growing at a typical or aggressive rate from fall 2022 to spring 2023. 	<ul style="list-style-type: none"> ● Resources create additional inequities in services across secondary sites. ● Resources do not align with district policy, work agreements, state standards or state statute. ● Resource purchases and professional development exceeds available funding limits. ● There is no professional development or professional development offered is not aligned with best practices in literacy instructional pedagogy and best practices in adult learning. ● Resource recommendations are developed without periodic school board updates. ● Resource recommendations are not aligned with best practices. 	<ul style="list-style-type: none"> ● Resources support instruction and engagement to ensure all Edina students are College, Career, and Civic Ready. ● Resources support a variety of learning styles, honoring that there is not one learning style that fits all needs, thus allowing students to access learning using the style that most deeply supports their engagement. ● Resources are designed to ensure every Edina student discovers their possibilities and thrive. ● Resources are distributed equitably across secondary sites as well as across different courses. ● The different resources used in different courses are accessible to all students, and promote the exchange

<ul style="list-style-type: none"> ● There are predictable and unacceptable achievement gaps impacting students of certain demographics. ● Gaps in necessary foundational skills are present across all populations for some students at all levels in the Edina secondary system. ● Leadership has varying levels of experience and knowledge surrounding literacy. ● Staff have varying levels of experience & instructional styles. ● Technology is expanding as a resource for the delivery and support of literacy. ● There are resource challenges including funds and time. ● There is a lack of alignment across the district in terms of systems, resources, and instruction. ● The comprehensive assessment, data analysis, and feedback systems are not consistently operational across the system. ● Vertical and horizontal alignment is improving and should continue to improve. 	<ul style="list-style-type: none"> ● Resource recommendations are not inclusive of a variety of perspectives or cultures. ● Diverse stake-holders are not included in the decision making process. ● Resource recommendations do not align with Policy 603, Curriculum and Program Review and Development. 	<p>of ideas, allowing students the support needed for access and intellectual development in each and every class.</p> <ul style="list-style-type: none"> ● The curricula will enable staff and students to learn from and reflect on their own and others' experiences; explore multiple perspectives; practice civil discourse; encourage empathy; create interpersonal connections and embrace diverse identities. Strategic Plan A.1 ● Resources will support instruction using critical thinking models so that they can engage in civil discourse appropriate to their developmental level. Staff will use resources that reflect the diversity of our world. Strategic Plan B.1 ● Resources are continuously evaluated. ● A process for the adjustment of resources is followed and needed changes that follow the process are supported. ● There is cohesive 6-12 vertical and horizontal alignment of expectations for resource implementation. ● There is pre-implementation training and ongoing professional development to support instruction of the standards through use of the resources. ● All teachers successfully implement the non-negotiables and the curriculum resources. ● School Media Centers and Classroom Library texts reflect the current needs of students, as well as culturally and linguistically responsive and relevant texts that interest and motivate students to sustain interest and motivation to read, and enhance Edina students' literacy experience.
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Secondary Course and Resource Recommendations Timeline

The following timeline is organized using a MTSS model as a framework (in depth information on MTSS can be found in the [Secondary CLP on pages 16-22](#)). Minnesota Multi-Tiered System of Support (MnMTSS) is a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental and academic outcomes for every student. MTSS provides access to layered tiers of instruction using culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. In Edina MTSS is intentionally designed to meet the unique needs of each and every Edina learner across the entire spectrum of learning differences, from learners who are demonstrating a need for additional support to learners who are demonstrating a need for acceleration. This aligns with our Edina vision that each and every student will discover their possibilities and thrive.

<p style="text-align: center;">Timeline</p> <hr/> <p style="text-align: center;">Page 36 on the Board Copy of the Comprehensive Literacy Plan</p>	<p style="text-align: center;">2022-2023</p> <hr/> <p style="text-align: center;">EXPLORATION STAGE</p>	<p style="text-align: center;">2023-2024</p> <hr/> <p style="text-align: center;">INSTALLATION STAGE</p>	<p style="text-align: center;">2024-2025</p> <hr/> <p style="text-align: center;">EARLY IMPLEMENTATION STAGE</p>	<p style="text-align: center;">2025-2026</p> <hr/> <p style="text-align: center;"><i>*MN State ELA Standards must be implemented.</i> FULL IMPLEMENTATION STAGE</p>
<p style="text-align: center;">Tier 1: All students receive</p>	<ul style="list-style-type: none"> ● Design team in Exploration Phase ● Guiding Change completed ● Resource Review begins ● Course review continues <p style="background-color: yellow;">No new curriculum maps and/or resources or courses implemented.</p>	<ul style="list-style-type: none"> ● Differentiation and Vocabulary focus across all schools and all content areas. ● Resource Recommendation and Course Recommendations made and finalized <p style="background-color: yellow;">Decision made on curriculum maps and/or resources AND courses. Students should be able to register for the NEW courses in 24-25.</p> <p style="background-color: yellow;">No new resources or courses</p>	<ul style="list-style-type: none"> ● Early implementation of the district-adopted/defined curriculum <p style="background-color: yellow;">New curriculum maps and/or resources AND new courses implemented.</p>	<ul style="list-style-type: none"> ● Full implementation of the district-adopted/defined curriculum <p style="background-color: yellow;">New curriculum maps and/or resources or courses implementation deepens and MN State Standards are intentionally implemented.</p>

		implemented.		
<p>Tier 2 and 3: Some students receive (based on need as evidenced by data)</p>	<p>Tier 2 and 3 Design Team in Exploration of reading intervention resources.</p> <p>FASTBridge interventions implemented.</p>	<p>Specified training on the Science of Reading in secondary and in intervention programs and data use.</p> <p>FASTBridge interventions continue.</p> <p>Reading intervention programming for high risk, non-special education students recommended. (Resource for Reading Interventionists and Reading Bridge, only).</p>	<p>Early implementation of the district-adopted/ defined curriculum</p> <p>FASTBridge interventions continue.</p> <p>Reading intervention programming for high risk, non-special education students early implementation. (Resource for Reading Interventionists and Reading Bridge, only).</p>	<p>Full implementation of the district-adopted/ defined curriculum</p> <p>FASTBridge interventions continue.</p> <p>Reading intervention programming for high risk, non-special education full implementation. (Resource for Reading Interventionists and Reading Bridge, only).</p>

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VI.B. Discontinuance of the Learning Exchange
Agreement

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



Board Meeting Date: August 14, 2023

Title: Discontinuance of the Learning Exchange Agreement

Type: Action

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

Description: The Learning Exchange Consortium has been cooperatively providing community education programs and services for adults with unique abilities. This Consortium includes the following independent school districts: Bloomington; Eden Prairie; Edina; and Richfield. Currently, Learning Exchange provides programming for our Edina population with services only available in Bloomington and Richfield.

New legislation now allows Community Education to provide programming in their own communities and recoup a higher amount (\$0.34/capita) of funding for adults with unique abilities beginning in fiscal year 2024-2025. This new legislation replaces the current limited (to consortia) grant program with a funding formula of \$0.34 per capita (population of the school district) for each school district that operates an adult with unique abilities program.

Our current Adults with Disabilities (official terminology of state revenue stream) revenue is approximately \$5,000 captured through permissive levy and passed through to Bloomington. With the current legislation, our new revenue would be approximately \$15,000 in state aid and no longer require a permissive levy. To capture the higher amount of revenue and provide programming that is more accessible to Edina residents, we must discontinue our Learning Exchange Agreement with Bloomington Public Schools for fiscal year 2024-2025.

According to our current Learning Exchange Agreement, Edina Public Schools needs to notify Bloomington Public Schools 11 months before the start of the 2024-2025 state fiscal year starting on July 1, 2024. This notification must occur by August 31, 2023.

Communications with Bloomington Public Schools Community Education on this issue has occurred resulting in an understanding of the new financial and programmatic opportunities for both districts. Edina Public Schools Community Education looks forward to working with the City of Edina Parks and Recreation Department to serve our Adults with Unique Abilities.

Recommendation: Please consider approval of the discontinuance of Learning Exchange Agreement.

Desired Outcomes from the Board: Please review the information and come prepared with your questions.

Attachments: FY23 Learning Exchange Joint Powers Agreement

**2023 JOINT POWERS AGREEMENT FOR THE LEARNING EXCHANGE CONSORTIUM
TO COOPERATIVELY PROVIDE COMMUNITY EDUCATION PROGRAMS
AND SERVICES FOR ADULTS WITH DISABILITIES**

PREAMBLE

THIS AGREEMENT IS MADE and entered by and between the school districts named herein, hereafter collectively referred to as “members,” and individually as “member,” which are signatories to this Agreement.

It is the intention of the members to jointly cooperate to provide educational and enrichment opportunities for adults with disabilities; increase the public awareness of the role of adults with disabilities; enhance the role of adults with disabilities within the community; enhance cooperation and coordination with the Adaptive Recreation efforts of the cities named below; and promote cooperation with other organizations that function within the four communities.

In consideration of the mutual promises and agreements contained herein and subject to the provisions of Minnesota Statutes Section 471.59 and all other applicable statutes, rules, and regulations, the following members:

Independent School District No. 271, Bloomington (ISD 271)
Independent School District No. 272, Eden Prairie (ISD 272)
Independent School District No. 273, Edina (ISD 273)
Independent School District No. 280, Richfield (ISD 280)

Hereto agree as follows:

RECITALS

WHEREAS, the members agree to maintain a joint powers entity entitled Learning Exchange Consortium to provide educational and enrichment opportunities for adults with disabilities. Base funding for the consortium will be provided by the State of Minnesota to the duly assigned fiscal agent on behalf of the operation of the program.

AGREEMENT

1. JOINT POWERS.

The members are jointly empowered to act on behalf of the several members and to take such actions as may be necessary from time to time to fulfill the purpose of this Agreement. The name of the entity formed by this Joint Powers Agreement shall be the Learning Exchange Consortium.

2. PURPOSE.

The purpose of the Consortium is to enable the members to provide collaborative efforts for Learning Exchange services, which include: Providing enrichment and educational opportunities, increase the awareness of the role of adults with disabilities, enhance the cooperation and coordination within the members, promote cooperation with other organizations that function with the four communities.

3. ORGANIZATION AND GOVERNANCE.

The activities contemplated by this Agreement shall be overseen by the Consortium Board. The Consortium Board, hereinafter termed "the Board", shall be in existence for the duration of this Agreement.

A. Voting Representation

The Board shall consist of one voting member from each member District to this Agreement.

Members of the Board shall not be deemed to be employees of the Consortium and will not be compensated by the Consortium for serving on the Board. For all purposes, including workers' compensation, each member of the Board shall be considered to be an employee of the member District that made their appointment.

B. Voting and Quorum

Each Board member shall be entitled to one vote on Board matters.

A quorum shall consist of all Board members. Board action shall be determined by a majority of the votes cast at a meeting of the Board. All votes of the Board shall be recorded and become matter of public record.

C. Meetings

The Board shall meet at least two times annually at the call of the fiscal agent. Board members will agree to the date and time for regular and special meetings.

Two or more members may request a special meeting of the Board by submitting a written notice to all Board members.

4. BOARD DUTIES AND RESPONSIBILITIES.

The Board shall have and exercise all powers that may be necessary and convenient to enable it to perform and carry out the responsibilities conferred on it or contemplated by this Agreement, or which may hereafter be imposed on it by law or contract.

Such powers shall include the power to accept and disburse funds and to apply for state funds necessary for the purposes set forth herein. The board shall not have the authority to levy taxes.

The Board, on behalf of each individual member, shall assume the following responsibilities:

- A. The Board, with the input and assistance of the fiscal agent, shall consider and approve all budgets and evaluate the programs and services provided by the Consortium.
- B. The Board shall review this Agreement on an annual basis and, if necessary, amend this Agreement in accordance with paragraph 11.
- C. The Board shall review all contracts and/or leases that are needed to help fulfill the purpose of this Agreement. Board approval is required for all contracts and/or leases for a term exceeding the current fiscal year.

5. FINANCIAL PARTICIPATION.

The members agree that the Board shall have the authority to utilize funds received in the name of the Consortium for the purposes outlined herein. The members further agree that they shall share in any Consortium deficit as approved by a majority vote of the Board. Each member shall share in any deficit in proportion to the respective contributions made by that member.

6. MEMBER OBLIGATIONS.

Each member shall be obligated to:

- A. Submit appropriate financial data required by the State to qualify for program approval.
- B. Contribute to the efforts of the Consortium. For example, member Districts may provide the following:
 - i. Administrative leadership and support;
 - ii. Outreach and marketing through Community Education catalogs;
 - iii. Referral of students to the program; and
 - iv. Liaison support of local schools, social service agencies and employers.
- C. Direct all State Aid intended for Adults with Disabilities to the fiscal agent on behalf of the Consortium.

7. FISCAL AGENT.

ISD 271 shall serve as the fiscal agent for the Consortium. The Board, by a majority vote, may designate any other member to act as fiscal agent for the Consortium, provided the designated fiscal agent accepts the responsibilities. The fiscal agent shall perform the following duties and responsibilities:

- A. The fiscal agent is responsible for fiscal management of the Consortium. The fiscal agent shall develop a program budget and submit the same to the Board for approval. The fiscal agent shall monitor the program budget and ensure proper recordkeeping of all receipts and expenditures of the Consortium.
- B. The fiscal agent is responsible for the organizational structure and staffing and supervision in order to implement programs.
- C. The fiscal agent shall develop operational guidelines and procedures. Such guidelines and procedures shall be presented to the Board.
- D. The fiscal agent shall collect data from members as necessary to perform the purposes of this Agreement.
- E. The fiscal agent shall submit all required State performance reports and fiscal reports.
- F. The fiscal agent shall keep all records on behalf of the Consortium.
- G. The fiscal agent is responsible for program planning and development. The fiscal agent will report to the Board on program planning and development at each Board meeting.

8. INSURANCE.

The members agree that they will at all times, during the term of this Agreement or any extension thereof, at their own expense, maintain and keep in force comprehensive general public liability insurance against claims for personal injury, death, or property damage arising in connection with this Agreement in the limits set forth in Minnesota Statutes Section 466.04, as amended. The members further agree that they will name the Consortium as an additional insured on said insurance policies and submit certificates of said insurance to the fiscal agent.

The members agree that they will carry workers' compensation insurance as required by law, and that they will submit certificates of said insurance to the fiscal agent.

In the event that procured liability coverage does not cover a particular act or omission, each individual member shall not be individually liable unless required by law, in which case any such liability shall be apportioned based on the respective contributions made by the members.

Under no circumstances, however, shall a party be required to pay, on behalf of itself or other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability

for any party. Nothing in this Agreement shall constitute a waiver of the rights, benefits, immunities, and privileges that each party is entitled to under federal law or state law.

- A. The following minimum insurance limits shall be kept in force for the entire period of the contract:
 - i. Comprehensive General Liability - \$1,000,000 per occurrence including products and completed operations coverage.
 - ii. Automobile - \$1,000,000 combined single limit for Bodily Injury and Property Damage.
 - iii. Personal Injury Protection (PIP) - \$20,000 Per Person with \$20,000 Economic Benefit (part of no fault coverage)
 - iv. Uninsured and Underinsured Motorists - \$1,000,000 Per Accident
 - v. Hired and Non-Owned Automobile Liability - \$1,000,000
 - vi. Umbrella Liability - \$1,000,000 for damages due to bodily injuries, personal injuries, death or property damage arising out of any one occurrence.
 - vii. Worker's Compensation - \$500,000 bodily injury by accident; \$500,000 bodily injury by disease and \$500,000 bodily injury by disease for each employee.
- B. Independent School District #271 shall be named as an additional Insured, on the general liability policy, on a primary/non-contributory basis.
- C. Certificate shall provide a 30-day notice of cancellation for any reason.

9. TERM OF AGREEMENT AND TERMINATION.

This term of this Agreement shall run from the date of authorization of the School Boards of each respective member to June 30, 2024, unless it is terminated prior to June 30, 2024 as a result of the Consortium being:

- A. Terminated by the mutual consent of the members;
- B. Suspended or superseded by a subsequent agreement between the members; or
- C. Terminated by operation of law.

If the Agreement is terminated, all assets acquired as a result of the joint exercise of powers pursuant to this Agreement remaining after the date of termination and after payment of any outstanding debts or expenses, shall be returned to those members in good standing on the date of termination in proportion to the respective contributions made by the member.

10. WITHDRAWAL

Upon adoption of a resolution of its School Board, an individual member may withdraw from participation in the Consortium by providing eleven (11) months written notice.

A withdrawing member shall not be entitled to the return of any contributions previously paid, and shall remain jointly liable for all indebtedness made on behalf of

the Consortium during the period in which the withdrawing member was a member of the Consortium. The members shall engage in negotiations over the terms of such indebtedness, including the possibility of a settlement and release of liability for withdrawing members.

11. AMENDMENTS.

Proposed amendments must be submitted to the Board for review and approval. Prior to a meeting of the Board at which an amendment of this Agreement will be considered, each Board member shall be given ten (10) days prior written notice of the meeting and the proposed amendment. In order to be approved, amendments must receive a majority vote of those Board members present at a duly qualified meeting at which the vote is taken.

Should an amendment receive the requisite approval from the Board as provided in this section, the amendment shall be submitted to each member School Board represented on the Board. The amendment shall not be enacted unless adopted by the School Board of each member represented on the Board.

12. EFFECTIVE DATE.

The members agree that this Agreement shall become effective upon authorization of the School Boards of each respective member, and shall be enforced from and after that date until terminated in accordance with paragraph 9.

13. AUTHORIZATION.

IN WITNESS WHEREOF, the undersigned member, pursuant to an authorizing resolution of its respective School Board, has caused this Agreement to be signed on the date on the following page.

_____	_____	_____
Chair, Bloomington ISD 271	Clerk, Bloomington ISD 271	Date

_____	_____	_____
Chair, Eden Prairie ISD 272	Clerk, Eden Prairie ISD 272	Date

_____	_____	_____
Chair, Edina ISD 273	Clerk, Edina ISD 273	Date

_____	_____	_____
Chair, Richfield ISD 280	Clerk, Richfield 280	Date

VI.C. Calling for the General Election

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



Board Meeting Date: 8/14/2023

Title: Calling of the 2023 General Election

Type: Action

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

Description: Due to the expiration of the terms of three School Board members at the end of 2023, the District will hold a General election in conjunction with the statewide General election on November 7, 2023, for the purposes of electing three (3) School Board members for terms of four (4) years each.

Recommendation: Adopt the resolution calling for a General election to elect three School Board members to terms of four years each on November 7, 2023, and authorize the District's election official to file the necessary forms with the Hennepin County Auditor.

Desired Outcomes from the Board: Compliance with Minnesota Statutes § 205A.07, Subdivision 3.

Attachments:

1. Resolution – 2023 General Election to Elect Three School Board Members

EXTRACT OF MINUTES OF MEETING
OF SCHOOL BOARD
OF INDEPENDENT SCHOOL DISTRICT NO. 273
(EDINA PUBLIC SCHOOLS)
STATE OF MINNESOTA

HELD: AUGUST 14, 2023

Pursuant to due call and notice thereof, a Regular Meeting of the School Board of Independent School District No. 273 (Edina Public Schools), State of Minnesota, was held in said school district on August 14, 2023, at 7:00 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION RELATING TO ELECTION OF SCHOOL BOARD MEMBERS
AND CALLING THE SCHOOL DISTRICT GENERAL ELECTION**

BE IT RESOLVED by the School Board of Independent School District No. 273, State of Minnesota, as follows:

1. (a) It is necessary for the school district to hold its general election for the purpose of electing three (3) school board members for terms of four (4) years each.

(b) The clerk shall include on the general election ballot the names of the individuals who file or have filed Affidavits of Candidacy during the period established for filing such affidavits, as though they had been included by name in this resolution. The clerk shall not include on the ballot the names of individuals who file timely affidavits of withdrawal in the manner specified by law.

2. The general election is hereby called and directed to be held on Tuesday, November 7, 2023, between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m. The general election shall be conducted in conjunction with the City of Bloomington and the City of St. Louis Park municipal elections.

3. Pursuant to Minnesota Statutes, Section 205A.11, the school district polling places and combined polling places and the precincts served by those polling places, as previously established and designated by school board resolution for school district elections

not held on the day of a statewide election, are hereby designated for this general election. However, because the City of Bloomington and the City of St. Louis Park will each be holding its municipal elections on November 7, 2023, school district voters residing in those cities will vote at their regular city polling places.

4. The clerk is hereby authorized and directed to cause written notice of said general election to be provided to the County Auditor of each county in which the school district is located, in whole or in part, at least seventy-four (74) days before the date of said general election. The notice shall specify the date of said election and the office or offices to be voted on at said general election. Any notice given prior to the adoption of this resolution is ratified and confirmed in all respects.

The clerk is hereby authorized and directed to cause notice of said general election to be posted at the administrative offices of the school district at least ten (10) days before the date of said general election.

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said general election and to cause two sample ballots to be posted in each polling place on election day. The sample ballot shall not be printed on the same color paper as the official ballot. The sample ballot for a polling place must reflect the offices, candidates and rotation sequence on the ballots used in that polling place.

The clerk is hereby authorized and directed to cause notice of said elections to be published in the official newspaper of the school district, for two (2) consecutive weeks with the last publication being at least one (1) week before the date of the general election.

The notice of election so posted and published shall state the offices to be filled as set forth in the form of ballot below and shall include information concerning each established precinct and polling place.

The clerk is hereby authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in each polling place or combined polling place on election day.

5. The clerk is authorized and directed to acquire and distribute such election materials and to take such other actions as may be necessary for the proper conduct of this general election and generally to cooperate with any election authorities conducting other elections on that date. The clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements or understandings with appropriate officials regarding preparation and distribution of ballots, election administration and cost sharing.

6. The clerk is further authorized and directed to cause or to cooperate with the proper election officials to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form, color and instructions as may be necessary to accommodate an optical scan voting system:


(The remainder of this page is intentionally left blank)

General Election Ballot

Independent School District No. 273 (Edina Public Schools)

November 7, 2023

Instructions to Voters:

To vote, completely fill in the oval(s) next to your choice(s) like this: .

School Board Member

Vote for Up to Three

Name

Name

Name

Name

Name

Name

write-in, if any

write-in, if any

write-in, if any

Optical scan ballots must be printed in black ink on white colored material, except that marks to be read by the automatic tabulating equipment may be printed in another color ink. The name of the precinct and machine-readable identification must be printed on each ballot. Voting instructions must be printed at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

7. The name of each candidate for office at each election shall be rotated with the names of the other candidates for the same office in the manner specified in Minnesota law.

8. If the School District will be contracting to print the ballots for this election, the Clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of \$1,000 is awarded for printing ballots, the printer shall, if requested by the election official, furnish, in accordance with Minnesota Statutes, Section 204D.04, a sufficient bond, letter of credit, or certified check acceptable to the clerk in an amount not less than \$1,000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The clerk shall set the amount of the bond, letter of credit, or certified check in an amount equal to the value of the purchase.

9. The clerk is hereby authorized and directed to provide for testing of the optical scan voting system within fourteen (14) days prior to the general election date. The clerk shall cause notice of the time and place of the test to be given at least two (2) days in advance of publication once in the official newspaper, by posting a notice, and by notifying the county or legislative district chair of each major political party.

10. The clerk is hereby authorized and directed to cause notice of the location of the counting center or the place where the ballots will be counted to be published in the official newspaper at least once during the week preceding the week of the general election and in the newspaper of widest circulation once on the day preceding the general election, or once the week preceding the general election if the newspaper is a weekly.

11. As required by Minnesota Statutes, Section 203B.121, the Board hereby establishes a ballot board to process, accept and reject absentee ballots at school district elections not held in conjunction with the state primary or state general election or that are conducted by a municipality on behalf of the school district and generally to carry out the duties of a ballot board as provided by Minnesota Statutes, Section 203B.121 and other applicable laws. The ballot board must consist of a sufficient number of election judges trained in the handling of absentee ballots. The ballot board may include deputy county auditors and deputy city clerks who have received training in the processing and counting of absentee ballots. The clerk or the clerk's designee is hereby authorized and directed to appoint the members of the ballot board. The clerk or the clerk's designee shall establish, maintain and

update a roster of members appointed to and currently serving on the ballot board and shall report to the Board from time to time as to its status. Each member of the ballot board shall be paid reasonable compensation for services rendered during an election at the same rate as other election judges; provided, however, if a staff member is already being compensated for regular duties, additional compensation shall not be paid for ballot board duties performed during that staff member's duty day.

12. The clerk is hereby authorized and directed to begin assembling names of trained election judges to serve at the various polling places and combined polling places during the November 7, 2023, general election. The election judges shall act as clerks of election and submit the results to the school board for canvass in the manner provided for other school district elections. The general election must be canvassed between the third and the tenth day following the general election.

13. The School District clerk shall make all Campaign Financial Reports required to be filed with the school district under Minnesota Statutes, Section 211A.02, available on the school district's website. The clerk must post the report on the school district's website as soon as possible, but no later than thirty (30) days after the date of the receipt of the report. The school district must make a report available on the school district's website for four years from the date the report was posted to the website. The clerk must also provide the Campaign Finance and Public Disclosure Board with a link to the section of the website where reports are made available.

The motion for the adoption of the foregoing resolution was duly seconded by

_____ and upon vote being taken thereon the following voted in favor

thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

VI.D. Policy Review (516.5)

Speaker (s): Policy
Committee



Board Meeting Date: 8/14/2023

Title: Policy Review

Type: Action

Presenter(s): Board Policy Committee

Description: The following policies have been reviewed with an eye toward clarity, District practice, and alignment with State and Federal statutes.

- Policy 516.5 Overdose Medication

Recommendation: Approve the suggested modifications for Policy 516.5.

Desired Outcome(s) from the Board: Approve suggested modifications.

Attachments:

1. Policy 516.5 Overdose Medication

Students

Overdose Medication

I. Purpose

As a means of enhancing the health and safety of its students, employees, and visitors, the school district will acquire, administer, and store doses of an opiate antagonist, specifically Naloxone (Narcan), and administration devices or kits for emergency use by trained district employees to assist a student, employee, or other individual believed or suspected to be experiencing an opioid overdose on district property during the school day. Authorization for obtaining, possessing, and administering Naloxone or similar permissible medications under this policy are contingent upon:

- A. The continued validity of state and federal law that permit a person who is not a healthcare professional to dispense an opiate antagonist to the school district and its employees by law; and
- B. The district and its employees having immunity from criminal prosecution and not otherwise liable for civil damages for administering the opiate antagonist to another person who the employee believes in good faith to be suffering from a drug overdose.

II. Definitions

- A. “Drug-related overdose” means an acute condition, including mania, hysteria, extreme physical illness, respiratory depression, or coma, resulting from the consumption or use of a controlled substance, or another substance with which a controlled substance was combined, and that a layperson would reasonably believe to be a drug overdose that requires immediate medical assistance.
- B. “Naloxone” is the medication that reverses an opioid overdose. Narcan® is the brand name for the intranasal applicator (nasal spray) form of naloxone. Naloxone usually refers to an intramuscular (IN+M) naloxone form that comes in a vial and is administered with a syringe, normally dispensed as an “IM kit.”
- B. “Naloxone Coordinator” is a school district staff person or administrator appointed to monitor adherence to protocols outlined in this policy and referenced procedures. The Naloxone Coordinator is responsible for

building-level administration and management of Opiate Antagonist medications and supplies. The district's Naloxone Coordinator is the district health services supervisor.

- C. "Opiate" means any dangerous substance having an addiction forming or addiction sustaining liability similar to morphine or being capable of conversion into a drug having such addiction forming or addiction sustaining liability.
- D. "Opiate Antagonist" means naloxone hydrochloride ("Naloxone") or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of a drug overdose.
- E. "Standing Order" means directions from the district's medical provider that sets forth how to house and administer Naloxone or other Opiate Antagonist medications to students, staff members, or other individuals believed or suspected to be experiencing an opioid overdose. This Standing Order should include the following information:
 - 1. Administration type
 - 2. Dosage
 - 3. Date of issuance
 - 4. Signature of the authorized provider

III. Policy Responsibilities

- A. The school district must maintain a supply of opiate antagonists at each school building to be administered in compliance with Minnesota law. Each school building must have two doses of nasal naloxone available on-site.
- B. Administration of Naloxone
 - 1. A licensed physician, a licensed advanced practice registered nurse authorized to prescribe drugs pursuant state statute, or a licensed physician assistant may authorize a nurse or other personnel employed by, or under contract with, the district to administer opiate antagonists under state statute.
 - 3. A licensed practical nurse is authorized to possess and administer an opiate antagonist in a school setting notwithstanding other statutory prohibitions.
- C. District Collaborative Planning and Implementation Team

To the extent Naloxone is obtained for use consistent with this policy, the district will establish a district-wide collaborative planning and implementation team (“District Planning Team”) who will oversee the general development and operations related to the use of opiate antagonist Naloxone.

1. The District Planning Team will include the Naloxone Coordinator and may include the superintendent (or designee), school nurses, public health experts, first responders, student or family representatives, and community partners who will be assigned to the team by the superintendent or designee or solicited as volunteers by the superintendent.
2. Under the oversight of the Naloxone Coordinator, the District Planning Team, will obtain a Standing Order from a licensed medical prescriber for the use of Naloxone or other Opiate Antagonist by district employees and will update or renew the Standing Order as required. A copy of the Standing Order will be maintained in the office of the Naloxone Coordinator.
3. The District Planning Team will develop district-wide guidelines and procedures for the financing, purchasing, storage, and use of Naloxone to be approved by the school board. Once approved by the board, these guidelines and procedures will be attached and incorporated into this policy. At a minimum:
 - a. District employees must activate the community emergency response system (911) when Naloxone is administered to ensure additional medical support is provided due to the limited temporary effect of Naloxone and the continued need of recipients of additional medical care;
 - b. District employees will contact a district healthcare professional to obtain medical assistance for the recipient of the Naloxone, if possible, pending arrival of emergency personnel;
 - c. District employees will inform the building administrator of the administration of Naloxone, as well as the Naloxone Coordinator, after taking necessary immediate emergency steps; and
 - d. District employees will make immediate attempts to determine if the recipient of Naloxone is a minor and, if so, contact the parent(s)/guardian(s) on record as soon as possible to notify them of the administration of the Naloxone.

4. The District Planning Team will determine the type and method of training, identify employees at each school building to be trained, and coordinate the implementation of the training with the assistance of the Naloxone Coordinator.

D. Site Planning Teams

1. In consultation with the District Planning Team, the administrator at each school building will establish a Site Planning Team within the school building.
2. The School Planning Team will be responsible for the coordination and implementation of this policy, district-wide guidelines, and procedures within the school building, and will follow and implement specific guidelines and procedure for the storage and use of Naloxone within the school building in a manner consistent with this policy and district-wide procedures and guidelines.

E. School District Employees

District employees will be responsible for attending all required training pertaining to the policy, procedures, and guidelines for the storage and use of Naloxone and performing any assigned responsibilities pursuant to the guidelines and procedures.

IV. Naloxone Storage

- A. The Site Planning Team will select Naloxone storage locations within the school building. Naloxone will not be sent on field trips, transportation, or provided during activities that occur outside of the school day or off school property.
- B. The selected storage locations of Naloxone will be classified as non-public "security information." The identity of the storage locations will be shared only with trained employees whom the District Planning Team and Site Planning Team have determined need access to this information to aid public health and safety as determined in the procedures and guidelines.
- C. Stock Naloxone will be clearly labeled and monitored for expiration dates.

V. Privacy Protections

The school district will maintain the privacy of students and employees related to the administration of Naloxone as required by law.

Legal References:

Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.224 (Opiate Antagonists)
Minn. Stat. § 144.344 (Emergency Treatment)
Minn. Stat. § 148.235 (Prescribing Drugs and Therapeutic Devices)
Minn. Stat. § 151.37 (Legend Drugs; Who May Prescribe, Possess)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances)
Minn. Stat. § 604A.01 (Good Samaritan Law)
Minn. Stat. § 604A.015 (School Bus Driver Immunity from Liability)
Minn. Stat. § 604A.04 (Good Samaritan Overdose Prevention)
Minn. Stat. § 604A.05 (Good Samaritan Overdose Medical Assistance)
Minn. R. Pt. 6800.4220 (Schedule II Controlled Substances)
20 U.S.C. § 1232g (Family Educational and Privacy Rights)

Cross References:

Policy 516 (Student Medication)

Minnesota Department of Health Toolkit on the Administration of Naloxone

INDEPENDENT SCHOOL DISTRICT NO. 273
Edina, Minnesota

Policy
adopted:

VII. **Leadership and Committee Updates**

VIII. **Superintendent Updates**

IX. **Adjournment**

X. **Information**

X.A. Investment Summary - July 2023



Board Meeting Date: 8/14/2023

Title: Investment Summary – July 2023

Type: Information

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

Description: The attached report provides detailed information regarding cash and investments belonging to the District as of July 31, 2023.

Recommendation: N/A

Desired Outcomes from the Board: This information is provided for the benefit of the Board of Education and its stakeholders.

Attachments:

1. Investment Summary – July 2023

Investment Summary

FOR THE MONTH ENDED JULY 31, 2023

General Operating Funds:

Type of Investment	Investment Description	Purchase Date	Maturity Date	Investment Market Value	Investment Yield
MSDLAF+ Liquid	Money Market	N/A	NOW	882,388	5.23%
MSDLAF+ Max	Money Market	N/A	NOW	4,524,124	5.33%
PMA/MN Trust	Money Market	N/A	NOW	25,978,836	5.04%
Term Series Flex	MNTRUST – Term Series-Flex (Pref HCC)	6/30/2023	6/30/2023	5,062,527	5.23%
Certificate of Deposit	STATE BANK OF INDIA, 856285XR7	9/29/2021	9/29/2023	247,083	0.25%
Certificate of Deposit	SERVISFIRST BANK, FL	11/18/2022	11/20/2023	238,000	4.76%
Certificate of Deposit	FLAGLER BANK, FL	3/17/2023	3/14/2024	238,350	4.85%
Certificate of Deposit	Royal Business Bank, CA	3/17/2023	3/14/2024	237,600	5.14%
Certificate of Deposit	Pacific National Bank, FL	3/17/2023	3/14/2024	238,150	4.95%
Certificate of Deposit	Pioneer Federal Credit Union, ID	3/17/2023	3/14/2024	238,150	4.94%
Certificate of Deposit	ANCA FCU, LA	3/17/2023	3/14/2024	237,650	5.14%
Certificate of Deposit	Pinnacle Bank, GA	3/17/2023	3/14/2024	238,050	4.97%
Certificate of Deposit	Capital Community Bank, UT	3/17/2023	3/14/2024	238,400	4.84%
Certificate of Deposit	TECHNICOLOR CREDIT UNION, CA	3/17/2023	3/14/2024	237,900	5.02%
Certificate of Deposit	Financial Federal Bank, TN	3/17/2023	3/14/2024	238,600	4.75%
Certificate of Deposit	Preferred Bank, NY	3/17/2023	3/14/2024	237,550	5.22%
Certificate of Deposit	PACIFIC WESTERN BANK, CA	11/18/2022	5/16/2024	232,700	4.61%
Certificate of Deposit	MORGAN STANLEY PVT BANK, 61768ENB5	11/25/2022	5/28/2024	241,745	4.65%
Certificate of Deposit	MORGAN STANLEY BANK NA, 61690UV56	11/25/2022	5/28/2024	241,745	4.65%
Certificate of Deposit	WELLS FARGO BANK NA, 9497633V6	11/28/2022	5/28/2024	246,732	4.65%
Certificate of Deposit	Milledgeville State Bank, IL	3/17/2023	9/12/2024	233,350	4.69%
Certificate of Deposit	Fieldpoint Private Bank & Trust, CT	3/17/2023	9/12/2024	232,650	4.88%
Certificate of Deposit	FIRST NATIONAL BANK, ME	11/18/2022	11/18/2024	226,800	4.56%
Certificate of Deposit	KS STATEBANK / KANSAS STATE BANK OF MANHATTAN, KS	11/18/2022	11/18/2024	226,600	4.58%
Certificate of Deposit	PENTAGON FEDERAL CREDITUNION (183 day and out), VA	11/18/2022	11/19/2024	1,750,000	4.40%
Certificate of Deposit	UBS BANK USA, 90348J7G9	11/23/2022	11/25/2024	245,895	4.66%
Certificate of Deposit	CITY NATL BK - BEV HILLS, 178180GR0	11/23/2022	11/25/2024	241,086	4.71%
Certificate of Deposit	BMW BANK NORTH AMERICA, 05580AT20	11/25/2022	11/25/2024	240,932	4.66%
Certificate of Deposit	DISCOVER BANK, 2546732A3	11/30/2022	12/2/2024	240,911	4.66%
Certificate of Deposit	GREENSTATE CREDIT UNION, IA	11/18/2022	1/27/2025	225,100	4.53%
Certificate of Deposit	FIRST PRIORITY BANK, OK	11/18/2022	1/27/2025	224,400	4.56%
Total General Operating Funds:				\$ 44,364,004	

2021A Facilities Maintenance Bonds:

Type of Investment	Investment Description	Purchase Date	Maturity Date	Investment Market Value	Investment Yield
PMA/MN Trust	Money Market	N/A	NOW	623,989	5.04%
PMA/MN Trust	MNTRUST – Term Series-Flex (PenFed LOC)	6/30/2023	6/30/2023	3,131,630	5.23%
Total 2021A Facilities Maintenance Bonds:				\$ 3,755,619	

2021B General Obligation School Building Bonds:

Type of Investment	Investment Description	Purchase Date	Maturity Date	Investment Market Value	Investment Yield
PMA/MN Trust	Money Market	N/A	NOW	1,046,586	5.04%
PMA/MN Trust	MNTRUST – Term Series-Flex (PenFed LOC)	6/30/2023	6/30/2023	0	5.23%
Total 2021B General Obligation School Building Bonds:				\$ 1,046,586	

2022A Certificates of Participation:

Type of Investment	Investment Description	Purchase Date	Maturity Date	Investment Market Value	Investment Yield
Money Market	FIRST AM GOVT OB FD CL D	N/A	NOW	2,800,583	4.78%
US Treasury Bonds & Notes	U S TREASURY NT 0.125% 8/15/23	8/15/2020	8/15/2023	1,746,395	0.13%
US Treasury Bonds & Notes	U S TREASURY NT 0.125% 9/15/23	9/15/2020	9/15/2023	1,490,385	0.13%
US Treasury Bonds & Notes	U S TREASURY NT 0.125% 10/15/23	10/15/2020	10/15/2023	989,380	0.13%
Total 2022A Certificates of Participation:				\$ 7,026,743	

2023A General Obligation Capital Notes & Facilities Maintenance Bonds:

<u>Type of Investment</u>	<u>Investment Description</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Investment Market Value</u>	<u>Investment Yield</u>
PMA/MN Trust	Money Market	N/A	NOW	6,693,295	5.04%
Total 2023A GO Capital Notes & FM Bonds:				<u>\$ 6,693,295</u>	
Total Portfolio Value:				<u>\$ 62,886,248</u>	

X.B. Kids Club Update



Board Meeting Date: 8/14/2023

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 August 14, 2023, on the number of Kids Club contract requests and waitlist information for the 2023-2024 school year.

- Total 2023-2024 school year contract requests = 1,508
- Total number of accepted contracts = 980
- Total number of pending contracts = 449
- Total number of self-removed contracts = 79

Several staff hired for summer positions have confirmed fall employment and are currently being placed at sites. Our hiring team is interviewing candidates daily for the Recreation Leader position. Introduction to Education students from Edina High School are also being interviewed and placed at sites.

Recommendation: Information only

Desired Outcomes from the Board: N/A

Attachments: N/A