

## **Work Session**

Tuesday, March 18, 2025 5:00 PM

ECC 350, 5701 Normandale Road, Edina, MN 55424

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

**II. Approval of Agenda**



**School Board Work Session**  
**Tuesday, March 18, 2025; 5:00 PM**  
**ECC Room 350**

- I. **Determination of Quorum and Call to Order**
- II. **Approval of Agenda**
- III. **Discussion**
  - A. Early Learning (and Family) Center Proposal Update

**Description:** This report provides additional information requested during the February 18, 2025 Edina Public Schools (EPS) Board work session to help determine the direction of a bond referendum supporting either renovation of the current Early Learning Center (ELC) or development of a new site.

**Presenter(s):** Dr. Anne Marie Leland, Director of Community Education & Strategic Partnerships; and Kim Isley, Assistant Director of Early Learning
  - B. 2025 Graduation Update

**Description:** The purpose of the discussion is to provide the Board with an update on graduation planning.

**Presenter(s):** Nate Swenson, Assistant Superintendent; Paul Paetzel, Edina High School Principal; and Mike Pretasky, Edina High School Assistant Principal
  - C. Policy 510 - Open Enrollment

**Description:** This policy is coming to the full board for a broader review and discussion around section III which details the priority for open enrollment placement in the district. The policy committee would like the input of the entire board prior to making changes, if any. The board will be updated on current laws and protocols.

**Presenter(s):** Policy Committee
- IV. **Action**
  - A. Employment Agreement for Interim Superintendent of Schools - *to be walked in*

**Description:** Dr. Daniel Bittman will replace Superintendent Dr. Stacie Stanley, who is taking a job with St. Paul Public Schools. The agreement was negotiated on behalf of the school board by the Board Governance Committee. Dr. Bittman will be engaged in a leadership transition plan with Dr. Stanley to ensure he is prepared to be fully engaged as the new superintendent on April 21, 2025.

**Presenter(s):** Governance Committee**Recommendation:** Approve the Employment Agreement for Superintendent of Schools for Dr. Daniel Bittman for a time period beginning April 21, 2025, and ending June 30, 2026.
- V. **Leadership and Committee Updates**
- VI. **Superintendent Updates**
- VII. **Adjournment**

### **III. Discussion**

III.A. Early Learning (and Family) Center  
Proposal Update



**Board Meeting Date:** March 18, 2025

**Title:** Early Learning (and Family) Center Proposal Update

**Type:** Discussion

**Presenter(s):** Dr. Anne Marie Leland, Director of Community Education & Strategic Partnerships; and Kim Isley, Assistant Director of Early Learning

**Description:** This report provides additional information requested during the February 18, 2025 Edina Public Schools (EPS) Board work session to help determine the direction of a bond referendum supporting either renovation of the current Early Learning Center (ELC) or development of a new site.

We surveyed families who participated in our Early Childhood Screening program during 2023-2024 and 2024-2025. Eighty respondents provided feedback on our screening services and indicated their reasons for having their children screened, as well as their current or intended preschool enrollment choices. Survey results are detailed in this report.

Additionally, we analyzed the number of ELC four- and five-year-old students who were age-appropriately ready for kindergarten transition and tracked how many of these students subsequently enrolled in EPS kindergarten programming. This information is also detailed in this report.

**Recommendation:** Decision for bond referendum recommendation.

**Desired Outcomes from the Board:** Please review the information and come prepared with your questions.

**Attachments:** November 18, 2024 [slides](#), February 18, 2025 [report and slides](#).

### **Introduction**

The data presented in this report provides valuable insights to inform the Board's decision regarding the bond referendum for the Early Learning Center.

Our survey results indicate that while families have numerous childcare options in the area, the ELC remains the most selected program among respondents at 16.3%. This demonstrates the continued demand for our services despite a competitive early education landscape. The high satisfaction ratings (4.5 out of 5 stars) for our Early Childhood Screening program further validate the quality of our current programs and services.

The enrollment data reveals important trends in the transition from ELC to EPS kindergarten. We have seen a significant positive shift in the percentage of ELC students continuing into EPS kindergarten -

from just 32% (42 out of 130) in 2022-2023 to a projected 71% (85 out of 119) for 2025-2026. This substantial increase suggests our efforts to create a stronger pipeline from early learning to kindergarten are gaining momentum.

Additionally, while our total EPS kindergarten enrollment has fluctuated over the post-pandemic years, the number of ELC students transitioning to EPS kindergarten has more than doubled. This trend aligns with our strategic goal of creating a more seamless educational journey for families from early childhood through elementary school.

As we consider options for renovation versus new construction, this data supports the importance of investing in our early learning infrastructure. Maintaining and enhancing our Early Learning Center is not only meeting a critical community need but is increasingly serving as an important entry point to the entire Edina Public Schools system.

We recommend the Board consider these trends alongside facility assessments and financial projections when determining the direction for the bond referendum. Our early learning programs are demonstrating their value both as standalone services and as pathways to continued enrollment in Edina Public Schools.

### **Survey results**

A survey was conducted of approximately 450 families who participated in our Early Childhood Screening program during 2023-2024 and 2024-2025 as a follow up on the question, where are Edina families choosing to attend preschool. Of the 80 respondents, 88.8% or 71 currently reside in Edina and 66.3% or 53 have a child or children enrolled in Edina Public Schools, 38.8% or 31 had one child screened, 53.8% or 43 had two children screened, and 7.5% or 6 had three or more children screened. The survey remained open for one week and yielded 80 responses. Survey results follow in italicized headers and table formats.

### ***Childcare, Preschool, and Prekindergarten Enrollment***

Responses demonstrate that families have multiple childcare, preschool, and prekindergarten options. Note that screening years for children are ages 3, 4, and 5. The programs with the highest response rates were:

1. ELC - 16.3% (13 respondents)
2. Berry Patch - 12.5% (10 respondents)
3. Creekside - 6.3% (5 respondents)
4. Our Lady of Grace - 5% (4 respondents)
5. Casa de Corazón - 3.7% (3 respondents)
6. Especially for Children - 3.7% (3 respondents)
7. Lake Harriet United Methodist Preschool - 3.7% (3 respondents)
8. The remaining responses represented 23 other options in and around the Edina area.

### ***Factors Influencing Program Selection***

Based on survey responses, the following key factors influenced parents' childcare choices:

#### **Convenience and Logistics**

- Proximity to home/work
- Flexible scheduling options
- Convenience for drop-off/pickup, especially with multiple children
- Earlier enrollment availability compared to home district

### Program Quality

- Play-based learning philosophy
- Language immersion opportunities
- Strong academic preparation
- Social-emotional development
- Regular outdoor time
- Staff quality and retention

### Community and Relationships

- Opportunity for children to make friendships with other local children
- Sense of belonging
- Caring atmosphere
- Positive prior experiences with siblings

### Continuity

- Desire to maintain consistency before kindergarten transition
- Alignment with future elementary school plans

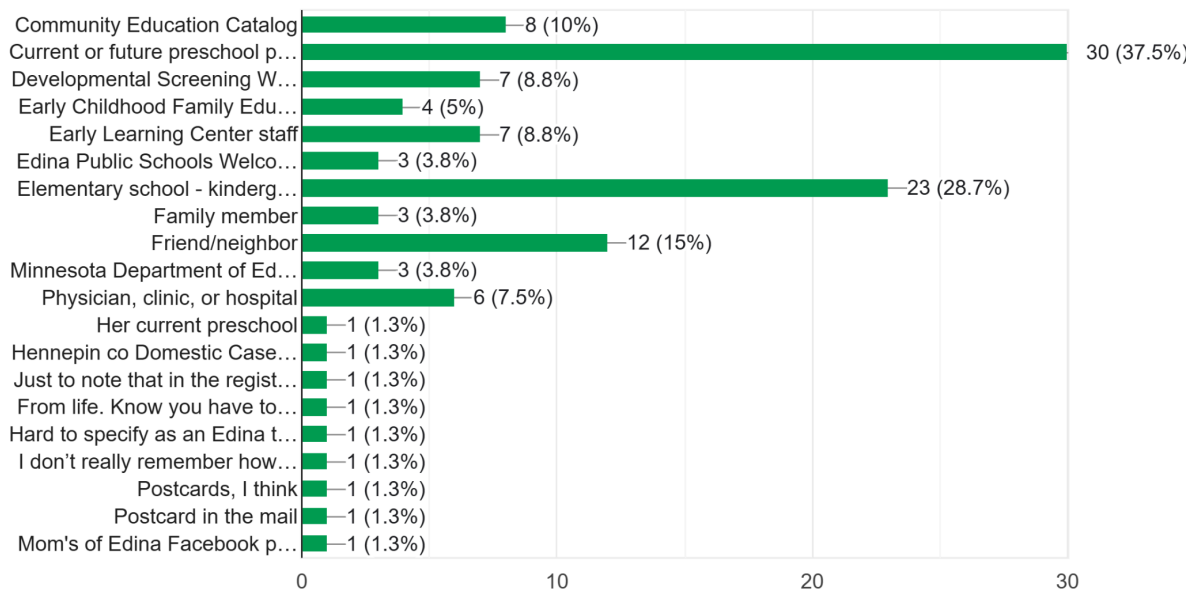
### Concerns

- Cost of programming
- Limited screening availability, particularly during summer months

Another insight that the survey lended us was how our families are finding out about our screening program and services, which is helpful for reaching potential ELC families. See following table:

How did you find out about our Early Childhood Screening program? Check all that apply. Use the "other" option to fill in any other ways you found out about this program.

80 responses



### **Early Childhood Screening Satisfaction**

The survey also asked respondents to rate their experience finding a screening appointment that worked with their schedule, their overall satisfaction with the experience, and the resources provided to them. All of these questions yielded a 4.5 out of 5 stars, indicating our Early Childhood Screening program and services are exceptional.

### **ELC Students Transitioning to EPS Kindergarten**

To provide a follow up on another question from the February work session, we analyzed how many ELC four- and five-year-old students were ready for kindergarten and how many subsequently enrolled in EPS kindergarten programming. Our enrollment team provided the following data:

**Table: Post-Pandemic Enrollment Trends from Early Learning Center to Edina Public Schools Kindergarten**

<b>School Year</b>	<b># ELC 4/5</b>	<b># ELC to EPS K</b>	<b># Differential</b>	<b>Total EPS K</b>
2025-2026	119	85	34	521
2024-2025	128	95	33	607
2023-2024	140	65	75	601
2022-2023	130	42	88	535

*Please note that the number of ELC to EPS kindergarten transitions is self-reported by parents*

*Please note that families are continuing to register for the 2025-2026 school year*

### **Conclusion**

Thank you for considering an investment in our early learners. This will help to ensure the continued success of our programs and support robust enrollment throughout the district for years to come.

III.B. 2025 Graduation Update



**Board Meeting Date:** 3.18.25

**Title:** 2025 Graduation Update

**Type:** Discussion

**Presenter(s):** Nate Swenson, Assistant Superintendent; Paul Paetzel, Edina High School Principal; and Mike Pretasky, Edina High School Assistant Principal

**Description:** The purpose of the discussion is to provide the Board with an update on graduation planning.

**Recommendation:** No recommendation is being asked of the Board at this time.

**Desired Outcome(s) from the Board:** Please review the attachment and come prepared with your comments and questions.

**Attachments:** [2025 Graduation Update](#)

## **Introduction and Background**

The Edina Public Schools administration has reviewed its graduation ceremony protocols following concerns raised about the 2024 event. To create a more positive experience for the class of 2025, District leaders analyzed feedback from families, conducted a survey, and formed parent focus groups to develop actionable recommendations.

The 2024 graduation at Mariucci Arena faced multiple challenges, including excessive crowd noise, ticketing system failures, accessibility issues, and traffic flow problems. These issues impacted many families' ability to enjoy and participate fully in this important milestone celebration.

This analysis outlines the District's thorough approach to addressing these concerns while maintaining the dignity and celebratory nature of graduation. By engaging stakeholders in the planning process, the administration is working to create a ceremony that balances the excitement of celebration with the respect each graduate and family deserves during this significant rite of passage.

The presentation details the feedback received, specific recommendations from parent focus groups, and the concrete steps being taken to improve the 2025 graduation ceremony. These efforts reflect the District's commitment to creating an inclusive, memorable, and meaningful experience for all members of the Edina Public Schools community.




# Graduation 2025 Board Presentation





# An Update on Graduation 2025

- 
- TOPIC 1:** Graduation Feedback
  - TOPIC 2:** Survey Results
  - TOPIC 3:** Focus Group & Recommendations
  - TOPIC 4:** Next Steps



# **Graduation Feedback**

# How did we arrive here?

## 2024 Graduation Challenges :

Ticketing

Crowd noise and behavior

Bottlenecks when entering and exiting

Sound system and venue acoustics

Accessibility

Translation services accessibility



2.

**Survey Results**

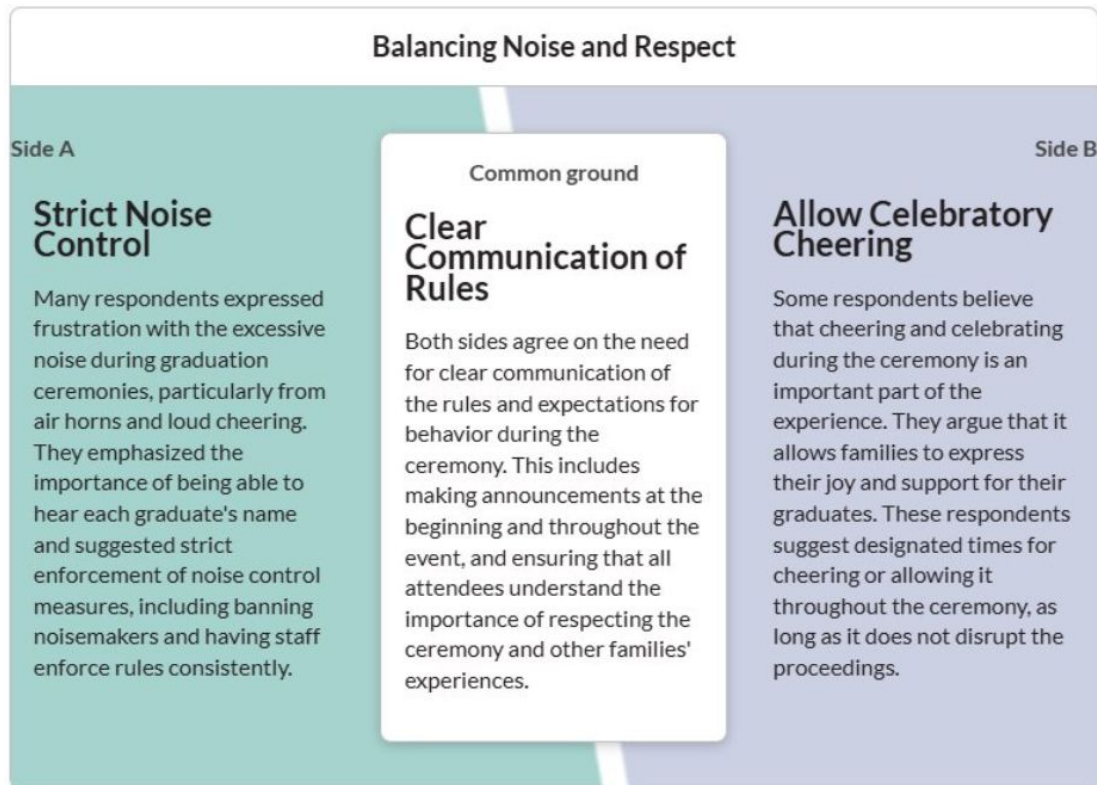


# Family Survey Results

## Themes:

- Preference for limited number of tickets per family (62% agree)
- Concerns about crowd noise (74% somewhat or very concerned)
- Strong support for implementing noise control measures (79% agree or strongly agree)
  - Clear communication of expectations before the event (80%)
  - Presence of more security/staff (66%)
  - Strict enforcement of noise rules (57%)
  - Designated cheering times (59%)

# Synthesis of long answer responses from family survey:





3.

**Focus Group &  
Recommendations**



## Parent Focus Group Work:

- Take a deeper dive into survey results considering all perspectives and listening to each other
- Identify pros and cons of all potential decisions
- Make final recommendations

# Parent Focus Group Recommendations:

- Stay with Mariucci Arena
- Continue to require tickets
  - No more than 10 per family
  - Improve ticket collection process at the gate
- Work with Mariucci to see what enhancements can be made regarding sound quality

# Parent Focus Group Recommendations:

- Implement crowd control measures
  - Clear expectations communicated up front
  - Expectations coming from leadership as well as from students
  - Communication of expectations early and ongoing
  - Designated cheer times
  - Issue warnings and reminders
  - Have security/staff monitoring audience

## Parent Focus Group Recommendations:

- Hire more staff to help expedite the entry and exit of guests
- More communication about ADA accessibility within the venue
- Move translation device check-out from the lobby to the concourse where it will be easier to locate
- Keep visitors from congregating in the concourse area during the ceremony

## What we already knew:

- Edina families care a great deal about the graduation ceremony.
- Families want a meaningful, respectful, and accessible graduation ceremony.

## What we have learned:

- We share more commonalities than differences about our wishes for the graduation experience.



4.

**Budget/Next Steps**



## Budget Implications:

- Additional Security Staff
  - 12 additional security staff
  - Cost: \$3200
- Additional Ticketing Staff
  - 4 additional ticketing staff
  - Cost: \$640

## Next Steps:

- A first communication has gone out to all families.
- More communications coming focused on:
  - Event details
  - Crowd expectations
  - Senior meeting
  - Cap and gown distribution
  - Parking and venue information
- Meeting w/ Mariucci about enhancements to sound quality and traffic flow.
- Work with seniors to develop messaging about graduation expectations.



# QUESTIONS?

*Edina Public Schools*





**THANK YOU**

*Edina Public Schools*





# Celebration

III.C. Policy 510 - Open Enrollment



**Board Meeting Date:** 3/18/25

**Title:** Policy 510

**Type:** Discussion

**Presenter(s):** Policy Committee

**Description:** This policy is coming to the full board for a broader review and discussion around section III of this policy which details the priority for open enrollment placement in the district. The policy committee would like the input of the entire board prior to making changes, if any. The board will be updated on current laws and protocols.

**Recommendation:** There is no recommendation at this time.

**Desired Outcomes from the Board:** Review Policy 510 and come prepared to discuss section III.

**Attachment(s):** [Policy 510](#)

## Students

### Open Enrollment

#### I. Purpose

The school district desires to maintain a consistent enrollment to support continuity in programming and will participate in the [Open Enrollment Options Program](#) established by state law, ~~and the provisions and requirements of the Minneapolis Transportation Students program.~~ The district may also accept non-[Minnesota](#) resident students through tuition payment. This policy sets forth the application and exclusion procedures used by the district in determining whether to accept nonresident students.

#### II. General Statement of Policy

##### A. Eligibility

Applications for enrollment under this policy will be approved, provided that acceptance of the application will not exceed the capacity of a program; class; grade level; or school site as established by school board resolution and provided that:

1. Space is available for the applicant under class size guidelines established by board action or other directive; and
2. In considering the enrollment capacity of a grade level and/or school building, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the district; or (b) the number of district resident students at that grade level enrolled in a nonresident district in accordance with state law.
3. The applicant is not otherwise excluded by action of the district because of previous conduct in another district.

~~Due to program capacity,~~ A nonresident preschool-aged child who is open enrolled in the district will be required to open-enroll for kindergarten, with the exception of children participating in a school readiness plus program pursuant to ~~Minnesota Statutes section 142D.07~~ or a voluntary prekindergarten program for eligible four-year old children pursuant to ~~Minnesota Statutes section 142D.08.~~ state law. ~~Open enrollment acceptance of students with disabilities is not limited to site-based special education program capacity.~~ Open enrollment acceptance of students with disabilities is not limited by the capacity of the

program but may be limited based on capacity of the class, grade level, or building.

#### B. Standards That May Be Used for Rejection of Application

In addition to the provisions of section II.A, the district may refuse to allow a student who is expelled under state law to enroll during the term of the expulsion if the student was expelled for:

1. Possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, with the exception of a pocket knife with a blade less than two and one-half inches in length, at school or a school function;
2. Possessing or using an illegal drug at school or a school function;
3. Selling or soliciting the sale of a controlled substance while at school or a school function; or
4. Committing an act classified as third-degree assault or greater involving assaulting another and inflicting substantial bodily harm.

#### C. Standards That May Not Be Used for Rejection of Application

The district may not use the following standards in determining whether to accept or reject an application for nonresident enrollment:

1. Previous academic achievement of a student;
2. Athletic or ~~extra-curricular~~ other extracurricular ability of a student;
3. ~~Disabling conditions of a student;~~ Students with disabilities;
4. A student's proficiency in the English language;
5. The student's district of residence, except where the district of residence is directly included in an enrollment option strategy included in an approved achievement and integration program; or
6. Previous disciplinary proceedings involving the student. This will not preclude the district from refusing enrollment to an expelled student as set out in Section II.B of this policy or proceeding with exclusion as set out in Section II.F of this policy.

#### D. Application for Open Enrollment Options Program

1. The student and parent/guardian must complete and submit the School

District Enrollment Options Program application developed by the Minnesota Department of Education.

2. The application deadline is January 15, preceding the school year for which attendance is desired. [Any applications received after the January 15th deadline will be put on a waitlist.](#)
3. The district will notify the nonresident parent/guardian and the resident district if an application has been accepted or rejected, in most cases, by February 15. The nonresident applicant must notify the district's Student Enrollment Center of the student's commitment to attend by March 1.
4. If the number of nonresident student applicants exceeds the number allotted, as determined by board action (see Section II.A), a lottery will be used to determine applicant placements. The lottery will be completed by the district administration and families will be notified of their lottery status.
5. The lottery status for a family will remain through the duration of the school year for which they sought admittance. The lottery status will not carry forward to the upcoming school year as a new lottery will be completed as outlined in section II (i.e., the lottery position for the family seeking admittance for school year A will remain through the duration of school year A; a new application is required for school year B).

#### E. Transportation

The parent/guardian accepts responsibility for transporting the student to the border of the district unless transportation is provided for under a state or federal subsidy program, or the family lives in a district-approved transportation area. The district will then transport the student to school from the border.

#### F. Exclusion

##### 1. Administrator's Initial Determination

If a district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or district policy, the administrator will transmit the application to the superintendent [or designee](#) with a recommendation of whether exclusion proceedings should be initiated.

##### 2. Review

The superintendent or designee may make further inquiries. If the superintendent determines that the applicant should be admitted, they will notify the applicant and the board chair. If the superintendent or designee determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue

the application process. Although an application may not be rejected based on previous disciplinary proceedings, the district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

#### G. Termination of Enrollment

1. The district may terminate the enrollment of an open enrolled student enrolled under an enrollment options program pursuant to state law 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 under state law, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days if the child is in elementary school or for one or more class periods on seven school days if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days and who has not lawfully withdrawn from school under state law.
2. The district may also terminate the enrollment of an open enrolled student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under state law.
3. A student who has not open enrolled in the district in accordance with this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from the district.

Prior to removal from the district, the district will send a written notice of the district's belief that the student is not a resident of the district to the student's parents/guardians. The notice will include (1) the facts upon which the belief is based and (2) notice to the parents/guardians of their opportunity to provide documentary evidence showing residency in person or in writing to the superintendent or designee. The superintendent or designee will make the final determination as to the residency status of the student.

### III. Open Enrollment Placement

#### A. Currently Enrolled K-12 Students

Nonresident students already enrolled before January 15 of each year will be given a Priority One for continuance at the Edina school at which they are currently enrolled.

- ~~A.~~ B. The school district will use a lottery in placing students, following the priorities noted below:

1. ~~Priority One: Currently Enrolled K-12 Students~~  
~~Nonresident students already enrolled before January 15 of each year will be given a Priority One for continuance at the Edina school at which they are currently enrolled.~~
- 2 1. Priority ~~One~~ ~~Two~~: Intra-District Transfer Requests  
Nonresident students, who are already enrolled, may request a transfer to another site. The request must be written and submitted to the superintendent or designee for consideration.
- 3 2. Priority ~~Two~~ ~~Three~~: Staff Siblings – Nonresident Students  
Students of district employees, with current open enrolled siblings, will be given priority if the parent/guardian has submitted a request for admission to the district by January 15.
- 4 3. Priority ~~Three~~ ~~Four~~: Siblings - ~~Integration and Achievement~~ ~~and Integration~~ Plan Students  
Siblings of current enrolled students and applications related to an approved ~~integration and achievement~~ ~~and integration~~ plan will be given priority if their request for admission has been submitted to the district by January 15.
- 5 4. Priority ~~Four~~ ~~Five~~: Siblings – Nonresident Students  
Siblings of current open enrolled students will be given priority if their request for admission has been submitted to the district by January 15.
- 6 5. Priority ~~Five~~ ~~Six~~: Staff Requests – Nonresident Students  
Students of district employees, who are residents of other districts, will be given priority if the parent/guardian has submitted a request for admission to the district by January 15.
- 7 6. Priority ~~Six~~: Students  
Nonresident students and applications related to an approved ~~integration and achievement~~ ~~and integration~~ plan will be given priority if their request for admission has been submitted to the district by January 15.
7. Priority ~~Seven~~: Student is a resident of the City of Edina, but the resident school district for the student's Edina home is not Edina Public Schools, and the student seeks enrollment in Edina Public Schools.
- 9 8. Priority ~~Nine~~: Open Enrollment – Nonresident Students  
Nonresident students who have submitted their requests for admission to the district by January 15.
- 10 9. Priority ~~Ten~~: Enrollment Options – Nonresident Students  
In the event space continues to be available after January 15, families may apply under the Open Enrollment Agreement for Admission to Edina Public Schools.

#### IV. Student Tuition Fees

The tuition charges for nonresident pupils will be as follows:

- A. The school district may admit students residing outside the district who do not qualify for transfer under the [Open](#) Enrollment Options Program if space is available. Attendance at schools of the district will be contingent upon the payment of tuition unless the school board, by specific action, alters or disregards the tuition charges.
- B. The tuition rate for nonresident students not admitted under Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District) or Minn. Stat. § 124D.03 (Enrollment Options Program) is the rate calculated by the superintendent or designee.
- C. Tuition payments must be made monthly in advance, the first payment being due on the date the student is registered in the district, and subsequent payments are due on the corresponding date of each month thereafter. If tuition is not paid within 15 days after it is due, the nonresident child will no longer be enrolled in the district. Reinstatement will be at the discretion of the ~~school~~ board.
- D. Nonresident tuition will be waived and the payment for the current month refunded if residence is established in the district on or before the final date of the month for which tuition has been paid.

#### Legal References:

Minn. Stat. § 120A.22, subd. 3(e) (Residency Determined)  
Minn. Stat. § 120A.22, subd. 8 (Withdrawal from School)  
Minn. Stat. § 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)  
Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)  
Minn. Stat. § 124D.68 (Graduation Incentives Program)  
[Minn. Stat. § 142D.07 \(School Readiness Plus Program\)](#)  
[Minn. Stat. § 142D.08 \(Voluntary Prekindergarten Program for Eligible Four-Year-Old Children\)](#)  
Minn. Ch. 260A (Truancy)  
Minn. Stat. § 260C.007, subd. 19 (Definition of Habitual Truant)  
Op. Minn. Atty. Gen. No. 169-f (August 13, 1986)  
*Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ.*, Co. No. A05-361, 2005  
WL 3111963 (Minn. App. 2005) (unpublished)  
18 U.S.C. 930, para. (g)(2) (Definition of a weapon)

Cross References:

Policy 506 (Student Conduct and Discipline)

Policy 517 (Student Recruiting)

Policy

adopted: 05/19/08

amended: 03/15/10

amended: 02/21/12

amended: 07/23/12

revised: 02/23/15

revised: 12/12/15

revised: 10/24/16

revised: 12/11/17

revised: 06/08/20

revised: 10/16/23

revised:   /  /  25

INDEPENDENT SCHOOL DISTRICT NO. 273

Edina, Minnesota

**IV. Action**

IV.A. Employment Agreement for Interim  
Superintendent



**Board Meeting Date:** 3/18/2025

**Title:** Employment Agreement for Interim Superintendent of Schools

**Type:** Action

**Presenter(s):** Governance Committee

**Description:** Dr. Daniel Bittman will replace Superintendent Dr. Stacie Stanley, who is taking a job with St. Paul Public Schools. The agreement was negotiated on behalf of the school board by the Board Governance Committee. Dr. Stanley's current contract was utilized as a guide in negotiating the district's agreement with Dr. Bittman. Dr. Bittman will be engaged in a leadership transition plan with Dr. Stanley to ensure Dr. Bittman is prepared to be fully engaged as the new superintendent on April 21, 2025.

**Recommendation:** Approve the Employment Agreement for Superintendent of Schools for Dr. Daniel Bittman for a time period beginning April 21, 2025, and ending June 30, 2026.

**Attachment(s):** Employment Agreement for Superintendent of Schools – *to be walked in*

## INTERIM SUPERINTENDENT EMPLOYMENT CONTRACT

This Interim Superintendent Employment Agreement (“Agreement”) is entered into between the School Board of Independent District No. 273, Edina Public Schools (“District”), and Dr. Daniel Bittman (“Interim Superintendent”), a legally qualified and licensed superintendent who agrees to perform the duties of Interim Superintendent of the District.

### I. LICENSURE AND DUTIES

- A. The Interim Superintendent must hold throughout the life of this Agreement a valid and appropriate license to perform duties as a superintendent in the State of Minnesota.
- B. The Interim Superintendent has charge of the administration of the schools and district under the direction of the School Board. The Interim Superintendent is the chief executive officer of the District. As its chief executive officer, the Superintendent's duties include, but are not limited to: (1) directing and assigning all district employees under the Superintendent's supervision; (2) selecting, and structuring the administrative and supervisory employees, including instructional and operational, as best serves the District, subject to the approval of the School Board; (3) suggesting district policies to the School Board; (4) serving as an ex-officio member of the School Board and a member on all School Board committees; (5) providing administrative recommendations on items before the School Board and its committees; (6) performing all duties incident to the office of the Superintendent; and (7) other duties as prescribed by the School Board. The Interim Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings.
- C. The Interim Superintendent must comply with all state laws, federal laws, and district policies, as established by the entity and as may be established or amended by the entity.
- D. Attendance is an essential job function of the position of superintendent.
- E. The position of superintendent has exempt status under the Fair Labor Standards Act.

### II. DURATION, EXPIRATION, TERMINATION, AND CONTINGENCY

- A. **Term.** This Agreement is for a term of one year and ten weeks, commencing April 21, 2025, and ending June 30, 2026, pending the search for and hiring of a permanent Superintendent.
- B. **Expiration.** This Agreement expires at the end of the term specified in Paragraph A hereof. At the conclusion of its term, neither party has any further claim against the other, and the District's employment of the Interim Superintendent ceases, unless a subsequent Agreement is entered into by the parties, in accordance with Minnesota law.

### C. Termination during the Term of the Agreement.

1. **Termination for Cause.** The Interim Superintendent's employment may be terminated during the term of this Agreement only for cause, as defined in Minn. Stat. § 122A.40, subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of Minn. Stat. § 122A.40 are not applicable to the Interim Superintendent's contract, except as required therein. If the School Board proposes to terminate the Interim Superintendent during the Agreement term for cause as described in Minn. Stat. § 122A.40, subds. 9 or 13, it shall notify the Interim Superintendent in writing of the proposed grounds for termination. The Interim Superintendent shall be entitled to a hearing before an arbitrator, providing the Interim Superintendent makes such a request in writing within 15 calendar days after receipt of the written notice of the proposed termination. In such event, the parties will jointly petition the Bureau of Mediation Services ("BMS") for a list of 5 arbitrators. The parties select the arbitrator through the normal striking process as provided by BMS rules. The arbitrator conducts the hearing under normal arbitration procedure rules and issues a written decision. The arbitrator's decision is final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The Interim Superintendent may be suspended with or without pay pending final determination by the arbitrator. If the Interim Superintendent fails to request a hearing as provided herein within the 15-calendar day period, it shall be deemed by acquiescence by the Interim Superintendent to the School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the Interim Superintendent has no further claim or recourse.
2. **Termination by Mutual Consent.** This Agreement may be terminated at any time by mutual consent by both the School Board and the Interim Superintendent.

### III. LEAVES, VACATION AND DUTY YEAR

- A. **Duty Year.** The Interim Superintendent's duty year is for the twelve-month duty year. The Interim Superintendent performs services on those legal holidays on which the District is authorized to conduct school/business if the School Board so determines. The Interim Superintendent remains on duty during any emergency, natural or unnatural, unless otherwise excused by the Chairperson of the School Board.
- B. **Holidays.** The Interim Superintendent is entitled to those paid holidays each contract year as designated by the School Board, except as modified by Paragraph A hereof.
- C. **Vacation.** The Interim Superintendent is entitled to use 25 days as paid vacation during each year of the Agreement. The Interim Superintendent will request approval of vacation days by the Chairperson of the School Board and record vacation in accordance with District practices. The Interim Superintendent may carry a maximum of 10 days of

unused vacation forward into the first 6 months of the next contract year. At no time will the Interim Superintendent's vacation balance exceed 35 days. At the conclusion of the Interim Superintendent's employment with the District, the District will pay the Interim Superintendent for earned, unused vacation days, not to exceed 30 vacation days, at the Interim Superintendent's daily rate of pay. Calculation of the daily rate of pay for the purposes of vacation payout is determined by dividing the Interim Superintendent's base yearly salary by the divisor of 229.

D. **Basic Leave Allowance.** The Interim Superintendent receives an annual paid basic leave allowance of 15 days per contract year. Basic leave days may be used for the Interim Superintendent's illness or injury, or other reasons enumerated below. Unused basic leave days are allowed to accumulate to a maximum of 60 days. Upon the conclusion of the Interim Superintendent's employment for any reason, accrued and unused basic leave days are forfeited by the Interim Superintendent and are not paid out by the District. The Interim Superintendent will request approval of basic leave days by the Chairperson of the School Board and record basic leave in accordance with District practices.

1. **Family Illness and Bereavement Leave.** The Interim Superintendent may use basic leave allowance provided for absences due to an illness or injury to the Interim Superintendent's dependent child ("child") for reasonable periods as the Interim Superintendent's attendance with the child may be necessary, on the same terms the Interim Superintendent is able to use accumulated basic leave allowance for the Interim Superintendent's own illness or injury. For absence because of illness in the family, the Interim Superintendent may deduct a reasonable number of days per incident from accumulated basic leave at no salary deduction. For absence because of death in the family, the Interim Superintendent 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 Interim Superintendent may deduct a reasonable number of days from accumulated basic leave at no salary deduction. Reasonability is determined by the School Board in consultation with the Interim Superintendent.

2. **Personal Business Leave.** For absence required for the transaction of personal business that cannot be completed outside normal work hours, up to four days during a duty year may be deducted from accumulated basic leave. Requests for personal business leave must be submitted to the Chairperson of the School Board in writing at least three duty days in advance, except in cases of extreme emergency.

E. **Medical/Disability Leave.** The Interim Superintendent may be eligible for an unpaid leave of absence pursuant to federal and state law, including the Family and Medical Leave Act ("FMLA"), the Minnesota Parenting Leave Act ("MPLA"), and the Americans with Disabilities Act ("ADA").

- F. **Jury Duty.** If the Interim Superintendent is called for jury duty, the Interim Superintendent will be compensated for the difference between regular pay and pay received for the performance of such obligation.
- G. **Workers Compensation.** In accordance with Minnesota Statutes, Chapter 176, if the Interim Superintendent is injured while performing duties for the District and qualifies for workers' compensation benefits, the Interim Superintendent may draw from accumulated basic leave in order to make up the difference between the Interim Superintendent's regular salary and the workers' compensation insurance payments the Interim Superintendent receives. The District will continue to provide benefits during the period of the Interim Superintendent's receipt of worker's compensation benefits as were provided prior to the worker's compensation benefit.
- H. **Military Leave.** Military leave shall be granted pursuant to applicable law.
- I. **Emergency Leave.** Emergency leave may be granted at the discretion of the School Board.

#### IV. INSURANCE BENEFITS

The District provides its employees, including its Interim Superintendent, 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 the Interim Superintendent for benefits is governed by the terms of the master insurance contracts between the District and the insurers providing coverage.

- A. **Health Insurance.** The District will provide the Interim Superintendent with full reimbursement for family coverage health insurance. At the discretion of the Interim Superintendent, such premium contributions may be elected in the form of salary compensation.
- B. **Dental Insurance.** The District will fully reimburse the Interim Superintendent for family coverage dental insurance. At the discretion of the Interim Superintendent, such premium contributions may be elected in the form of salary compensation.
- C. **Life Insurance Benefit.** The Interim Superintendent is eligible for basic group term life insurance coverage in whole thousands to an amount equal to three times the whole number of thousands of the Interim Superintendent's basic annual salary. The District pays the entire premium for this coverage.
- D. **Income Protection Insurance.** The District will provide the Interim Superintendent coverage under the District's income protection plan, at the expense of the District. If the Interim Superintendent is receiving income protection insurance benefits, the Interim Superintendent remains eligible for the District contribution for hospitalization-medical insurance and dental insurance.

- E. **Claims Against the District.** The District’s only obligation is to purchase the insurance policies described in this article, and no claim shall be made against the District as a result of denial of insurance benefits by an insurer if the District has purchased the policies and paid the premiums described in this article.

**V. OTHER BENEFITS**

Tax-Deferred Matching Contribution Plan, 403(b) Contribution. The District will make contributions to the Interim Superintendent's 403(b) deferred compensation plan in the form of a dollar-for-dollar match to the Superintendent's elective contribution, up to a maximum of \$6740 per each duty year. Participation in any 403(b) plan is pursuant to District practices and subject to plan restrictions, the Internal Revenue Code, and other applicable state and federal laws, and the Interim Superintendent has the sole responsibility for compliance. At the discretion of the Interim Superintendent, such contributions may be elected in the form of salary compensation.

**A. Post-Retirement Health Care; Contribution to Health Reimbursement Account (“HRA”).**

1. The District makes an annual contribution into an HRA in accordance with Schedule A for the first 10 years of District's employment, with a maximum total District contribution of up to \$90,000 throughout the Interim Superintendent's career with the District.
2. The District's contribution to the HRA vests with the Interim Superintendent on June 30, 2026. Upon the Interim Superintendent’s departure from the District, contributions not vested revert back to the District.
3. The District retains control of any HRA contributions on behalf of the Interim Superintendent until those funds have vested. The District remains responsible to invest any funds and pay associated fees until the funds vest with the Interim Superintendent, at which point those responsibilities are transferred to the Interim Superintendent.
4. The District deposits the below noted contribution into the Interim Superintendent’s HRA by June 30 of the completed year of service.

<b>Schedule A</b>	
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

5. The District makes no contributions to the HRA after the Interim Superintendent ceases to be employed by the District.
6. At the discretion of the Interim Superintendent, such contributions may be elected in the form of salary compensation.

- B. Professional and Civic Organizations.** The District recognizes the importance of the Interim Superintendent's attendance and participation in professional growth and outreach. The Interim Superintendent is encouraged to regularly attend appropriate professional meetings at the local, state, and national level as required, and consistent with the adopted budget.
- C. Auto Allowance.** The District pays the Interim Superintendent a monthly allowance of \$800 for the use of the Interim Superintendent's personal automobile in the performance of the Interim Superintendent's duties in the position of Superintendent, pursuant to the Minn. Stat. § 471.665, subd. 3.
- D. Outside Activities.** While the Interim Superintendent will devote full time and due diligence to the affairs and the activities of the District, the Interim Superintendent may also serve as a consultant to other school districts or educational agencies. lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the School Board, such activities do not impede the Interim Superintendent's ability to perform the duties of the superintendent.
- E. Indemnification and Provision of Counsel.** In the event that an action is brought or a claim is made against the Interim Superintendent arising out of or in connection with the Interim Superintendent's employment, and the Interim Superintendent is acting within the scope of employment, the District will defend and indemnify the Interim Superintendent to the extent provided by law. Indemnification, as provided in this section, does not apply in the case of malfeasance in office, willful neglect of duty, or bad faith. The District's obligation to defend and indemnify the Interim Superintendent is subject to the limitations stated in Minnesota Statutes, Chapter 466 and its interpretations.
- F. Dues.** The Interim Superintendent is encouraged to belong to and participate in appropriate professional educational and civic organizations where such membership will serve the best interests of the District. Accordingly, the District will pay such membership dues for organizations as are required, directed, or permitted, by the School

Board. The Interim Superintendent shall present appropriate statements for approval.

**VI. SALARY**

The District will pay the Interim Superintendent a gross annual salary of \$259,171 for the 2025-2026 school year. This annual salary may be modified by action of the School Board, but not reduced, during the term of the Agreement. The salary is paid in accordance with the District's payroll practices in equal installments throughout the year. From April 21st, 2025-June 30th, 2025, all compensation included in this contract will be prorated based on July 1st, 2025.

**VII. EVALUATION**

The Interim Superintendent's performance shall be evaluated after six months of employment. Additionally, should the Interim Superintendent continue to serve beyond the 2025-2026 school year, a twelve-month evaluation may be conducted upon mutual agreement of the parties.

**VIII. ENTIRE AGREEMENT, WAIVER, AND SEVERABILITY**

This Agreement constitutes the entire agreement between the School Board and Interim Superintendent relating to the District's employment of the Interim Superintendent. Neither party has relied upon any statement or promises that are not set forth in this document. This Agreement supersedes any and all prior agreements between the parties. The Interim Superintendent understands and agrees that any handbooks, manuals, policies, or procedures created by the District do not create an express or implied contract between the District and the Interim Superintendent. No waiver of modification of any provision of this Agreement will be valid unless they are made in writing and executed by both parties.

The District and Interim Superintendent intend that the benefits described within the Agreement comply with existing federal and state law. If the District or Interim Superintendent believes that any such benefit does not so comply, it will promptly advise the other party and will negotiate in good faith to amend the terms of such benefit to ensure legal compliance. If any provision of the Agreement is held to be legally invalid, the remainder of the Agreement will not be affected thereby and will remain in full force and effect.

**In Witness Whereof, Edina Public School District, Independent School District 273, and Dr. Daniel Bittman, have executed this contract on the respective dates set forth below.**

For Interim Superintendent

  
Dr. Daniel Bittman

3/20/2025  
Date

For Independent School District 273

  
School Board Chair

3/20/25  
Date

V. **Leadership and Committee Updates**

VI. **Superintendent Updates**

VII. **Adjournment**