Regular Meeting

Monday, June 8, 2026 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, June 8, 2026; 7:00 PM
ECC Room 349

I. Determination of Quorum and Call to Order

II. Approval of Agenda

III. Excellence in Action

IV. Hearing from Members of the Public

V. Consent Agenda

A. Minutes: *May 5 special meeting*; *May 11 work session and regular meeting*; *May 19 work session*
B. Personnel Recommendations
C. 2028-2029 Employee Holiday Schedule
D. Check Register - May 2026
E. Electronic Fund Transfers - May 2026
F. Gifts and Bequests – May 2026
G. Property, Casualty, and Liability Insurance Renewal - Fiscal Year 2027
H. Workers' Compensation Insurance Renewal - Fiscal Year 2027
I. South View Middle School Cafeteria Serving Line Replacement — Equipment Contract Award
J. New EHS Club Proposal - Asian American Pacific Islander Student Union (AAPISU)
K. EHS Club Expansion - First Tech Challenge (FTC)
L. Minnesota Japanese School Room Rental Agreement
M. Minnesota International Chinese School Room Rental Agreement
N. Quality Compensation Annual Report 2025-2026

VI. Discussion

A. Draft student handbooks for 2026-2027
B. Policy Review (410, 539, 618, 629, 902)

VII. Action

A. Spanish Dual Language - Middle School Placement for 2028-2029
B. Preliminary Budget - Fiscal Year 2027

NOTE: School Board members may participate by interactive technology as permitted by Minnesota Statute 13D.02

C. Proposed 2026-2028 Collective Bargaining Agreement Between Independent School District 273 and the Edina Professional Association of Support Staff (EPASS)
D. Policy Quick Review (418, *Medication Authorization Form*, 530, 620, 636)
E. Policy Review (113, 506, 806, 810)

VIII. Leadership and Committee Updates

IX. Superintendent Updates

X. Adjournment

XI. Information

A. Expenditure Summary - May 2026
B. Investment Summary - May 2026
C. Enrollment Report - May 2026
D. 2025-2026 Substitute Teacher Fill Rate

NOTE: School Board members may participate by interactive technology as permitted by Minnesota Statute 13D.02

III. **Excellence in Action**

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

V. **Consent**

V.A. Minutes: *May 5 special meeting; May 11 work session and regular meeting; May 19 work session*

INDEPENDENT SCHOOL DISTRICT 273
OFFICIAL MINUTES OF THE SPECIAL MEETING OF MAY 5, 2026

SPECIAL MEETING
5:00 PM

Edina Community Center
ECC 350 and Virtual

SCHOOL BOARD MEMBERS PRESENT:

Ms. Erica Allenburg
Ms. Cheryl Barry
Mr. Michael Birdman
Ms. Karen Gabler
Ms. Jennifer Huwe
Mr. Elliot Mann (virtual)

ABSENT:

Mr. Dan Arom

PRESIDING OFFICER: Chair Karen Gabler

5:01 PM – 7:19 PM

ADMINISTRATIVE STAFF PRESENT:

Dr. Daniel Bittman, Superintendent
Sonya Sailer, Executive Director of Human Resources
Nate Swenson, Assistant Superintendent
Mert Woodard, Director of Finance and Operations

Sal Bagley, Wold Architects
Kent Henry, Kraus Anderson

CERTIFIED CORRECT:

_____
Ms. Karen Gabler, Chair

CERTIFIED CORRECT:

_____
Ms. Erica Allenburg, Clerk

draft

(Official Publication)
MINUTES OF THE SPECIAL MEETING
OF THE SCHOOL BOARD DISTRICT 273 EDINA, MINNESOTA
MAY 5, 2026

5:01 PM Chair Gabler called to order the special meeting of the School Board. Members present: Allenburg, Barry, Birdman, Gabler, Huwe, Mann (virtual). Staff present: Bittman, Sailer, Swenson, Woodard; Bagley, Henry.

APPROVAL OF AGENDA

DISCUSSION

A. Long-Term Financial Planning and Potential Future Funding Considerations

LEADERSHIP UPDATES

ADJOURNMENT

The meeting was adjourned at 7:19 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. Karen Gabler, Chair Ms. Erica Allenburg, Clerk

draft

OFFICIAL MINUTES OF SCHOOL BOARD'S
MAY 5, 2026 SPECIAL MEETING

5:01 PM Chair Gabler called to order the special meeting of the School Board. Members present: Allenburg, Barry, Birdman, Gabler, Huwe, Mann (virtual). Staff present: Bittman, Sailer, Swenson, Woodard; Bagley, Henry.

APPROVAL OF AGENDA

Member Barry moved and Member Huwe seconded to approve the agenda. All members voted Aye by roll call. The motion passed unanimously.

DISCUSSION

Long-Term Financial Planning and Potential Future Funding Considerations: Long-term financial planning and anticipated future funding needs were discussed.

ADJOURNMENT

At 7:19 PM, Member Birdman moved and Member Mann seconded to adjourn the meeting. All members voted Aye by roll call. The motion passed unanimously.

draft

INDEPENDENT SCHOOL DISTRICT 273
OFFICIAL MINUTES OF THE SPECIAL MEETING OF MAY 5, 2026

SPECIAL MEETING
5:00 PM

Edina Community Center
ECC 350 and Virtual

SCHOOL BOARD MEMBERS PRESENT:

Ms. Erica Allenburg
Ms. Cheryl Barry
Mr. Michael Birdman
Ms. Karen Gabler
Ms. Jennifer Huwe
Mr. Elliot Mann (virtual)

ABSENT:

Mr. Dan Arom

PRESIDING OFFICER: Chair Karen Gabler

5:01 PM - 7:19 PM

ADMINISTRATIVE STAFF PRESENT:

Dr. Daniel Bittman, Superintendent
Sonya Sailer, Executive Director of Human Resources
Nate Swenson, Assistant Superintendent
Mert Woodard, Director of Finance and Operations

Sal Bagley, Wold Architects
Kent Henry, Kraus Anderson

CERTIFIED CORRECT:

Karen A. Gabler
Ms. Karen Gabler, Chair

CERTIFIED CORRECT:

Ms. Erica Allenburg, Clerk

(Official Publication)
MINUTES OF THE SPECIAL MEETING
OF THE SCHOOL BOARD DISTRICT 273 EDINA, MINNESOTA
MAY 5, 2026

5:01 PM Chair Gabler called to order the special meeting of the School Board. Members present: Allenburg, Barry, Birdman, Gabler, Huwe, Mann (virtual). Staff present: Bittman, Sailer, Swenson, Woodard; Bagley, Henry.

APPROVAL OF AGENDA

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A. Long-Term Financial Planning and Potential Future Funding Considerations

LEADERSHIP UPDATES

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Ms. Karen Gabler, Chair

Ms. Erica Allenburg, Clerk

OFFICIAL MINUTES OF SCHOOL BOARD'S
MAY 5, 2026 SPECIAL MEETING

5:01 PM Chair Gabler called to order the special meeting of the School Board. Members present: Allenburg, Barry, Birdman, Gabler, Huwe, Mann (virtual). Staff present: Bittman, Sailer, Swenson, Woodard; Bagley, Henry.

APPROVAL OF AGENDA

Member Barry moved and Member Huwe seconded to approve the agenda. All members voted Aye by roll call. The motion passed unanimously.

DISCUSSION

Long-Term Financial Planning and Potential Future Funding Considerations: Long-term financial planning and anticipated future funding needs were discussed.

ADJOURNMENT

At 7:19 PM, Member Birdman moved and Member Mann seconded to adjourn the meeting. All members voted Aye by roll call. The motion passed unanimously.

INDEPENDENT SCHOOL DISTRICT 273
OFFICIAL MINUTES OF THE WORK SESSION OF MAY 11, 2026

WORK SESSION
5:00 PM

Edina Community Center
ECC 350

SCHOOL BOARD MEMBERS PRESENT:

Ms. Erica Allenburg
Mr. Dan Arom
Ms. Cheryl Barry
Mr. Michael Birdman
Ms. Karen Gabler
Mr. Elliot Mann

ABSENT:

Ms. Jennifer Huwe

PRESIDING OFFICER: Chair Karen Gabler

5:01 PM - 6:49 PM

ADMINISTRATIVE STAFF PRESENT:

Dr. Daniel Bittman, Superintendent
Dr. Frannie Becquer, Director of Achievement Equity and Multilingual Learner Programming
Jody De St. Hubert, Director of Teaching and Learning
Daphne Edwards, Director of Marketing and Communications
Dr. Anne Marie Leland, Director of Community Education and Strategic Partnerships
Sonya Sailer, Executive Director of Human Resources
Nate Swenson, Assistant Superintendent
Mert Woodard, Director of Finance and Operations

Paul Paetzel, Principal, Edina High School

CERTIFIED CORRECT:

_____
Ms. Karen Gabler, Chair

CERTIFIED CORRECT:

_____
Ms. Erica Allenburg, Clerk

draft

(Official Publication)
MINUTES OF THE WORK SESSION
OF THE SCHOOL BOARD DISTRICT 273 EDINA, MINNESOTA
MAY 11, 2026

5:01 PM Chair Gabler called to order the work session of the School Board. Members present: Allenburg, Arom, Barry, Birdman, Gabler, Mann. Staff present: Bittman, Becquer, De St. Hubert, Edwards, Leland, Sailer, Swenson, Woodard; Paetzel.

APPROVAL OF AGENDA

DISCUSSION

A. Executive Summary - A Strategic Plan for Safety and Security
B. A Strategic Plan for the Future of Edina High School - Recommendations
C. Draft student handbooks for 2026-2027

LEADERSHIP AND COMMITTEE UPDATES

SUPERINTENDENT'S UPDATES

ADJOURNMENT

The meeting was adjourned at 6:49 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. Karen Gabler, Chair Ms. Erica Allenburg, Clerk

draft

OFFICIAL MINUTES OF SCHOOL BOARD'S
MAY 11, 2026 WORK SESSION

5:01 PM Chair Gabler called to order the work session of the School Board. Members present: Allenburg, Arom, Barry, Birdman, Gabler, Mann. Staff present: Bittman, Becquer, De St. Hubert, Edwards, Leland, Sailer, Swenson, Woodard; Paetzel.

APPROVAL OF AGENDA

Member Arom moved and Member Allenburg seconded to approve the agenda. All members voted Aye. The motion passed unanimously.

DISCUSSION

Executive Summary - A Strategic Plan for Safety and Security: Superintendent Bittman shared an overview of district-wide safety and security efforts, including information from the Safety and Security Task Force's work, key findings, and recommendations.

A Strategic Plan for the Future of Edina High School - Recommendations: Administrators shared recommendations from the year-long redesign process at Edina High School.

Draft student handbooks for 2026-2027: Draft student handbooks for the 2026-2027 school year were discussed.

ADJOURNMENT

At 6:49 PM, Member Mann moved and Member Arom seconded to adjourn the meeting. All members voted Aye. The motion passed unanimously.

draft

INDEPENDENT SCHOOL DISTRICT 273
OFFICIAL MINUTES OF THE WORK SESSION OF MAY 11, 2026

WORK SESSION
5:00 PM

Edina Community Center
ECC 350

SCHOOL BOARD MEMBERS PRESENT:

Ms. Erica Allenburg
Mr. Dan Arom
Ms. Cheryl Barry
Mr. Michael Birdman
Ms. Karen Gabler
Mr. Elliot Mann

ABSENT:

Ms. Jennifer Huwe

PRESIDING OFFICER: Chair Karen Gabler

5:01 PM - 6:49 PM

ADMINISTRATIVE STAFF PRESENT:

Dr. Daniel Bittman, Superintendent
Dr. Frannie Becquer, Director of Achievement Equity and Multilingual Learner Programming
Jody De St. Hubert, Director of Teaching and Learning
Daphne Edwards, Director of Marketing and Communications
Dr. Anne Marie Leland, Director of Community Education and Strategic Partnerships
Sonya Sailer, Executive Director of Human Resources
Nate Swenson, Assistant Superintendent
Mert Woodard, Director of Finance and Operations

Paul Paetzel, Principal, Edina High School

CERTIFIED CORRECT:

Karen A. Gabler

Ms. Karen Gabler, Chair

CERTIFIED CORRECT:

Erica A

Ms. Erica Allenburg, Clerk

(Official Publication)
MINUTES OF THE WORK SESSION
OF THE SCHOOL BOARD DISTRICT 273 EDINA, MINNESOTA
MAY 11, 2026

5:01 PM Chair Gabler called to order the work session of the School Board. Members present: Allenburg, Arom, Barry, Birdman, Gabler, Mann. Staff present: Bittman, Becquer, De St. Hubert, Edwards, Leland, Sailer, Swenson, Woodard; Paetzel.

APPROVAL OF AGENDA

DISCUSSION

A. Executive Summary - A Strategic Plan for Safety and Security
B. A Strategic Plan for the Future of Edina High School - Recommendations
C. Draft student handbooks for 2026-2027

LEADERSHIP AND COMMITTEE UPDATES

SUPERINTENDENT'S UPDATES

ADJOURNMENT

The meeting was adjourned at 6:49 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. Karen Gabler, Chair

Ms. Erica Allenburg, Clerk

OFFICIAL MINUTES OF SCHOOL BOARD'S
MAY 11, 2026 WORK SESSION

5:01 PM Chair Gabler called to order the work session of the School Board. Members present: Allenburg, Arom, Barry, Birdman, Gabler, Mann. Staff present: Bittman, Becquer, De St. Hubert, Edwards, Leland, Sailer, Swenson, Woodard; Paetzel.

APPROVAL OF AGENDA

Member Arom moved and Member Allenburg seconded to approve the agenda. All members voted Aye. The motion passed unanimously.

DISCUSSION

Executive Summary - A Strategic Plan for Safety and Security: Superintendent Bittman shared an overview of district-wide safety and security efforts, including information from the Safety and Security Task Force's work, key findings, and recommendations.

A Strategic Plan for the Future of Edina High School - Recommendations: Administrators shared recommendations from the year-long redesign process at Edina High School.

Draft student handbooks for 2026-2027: Draft student handbooks for the 2026-2027 school year were discussed.

ADJOURNMENT

At 6:49 PM, Member Mann moved and Member Arom seconded to adjourn the meeting. All members voted Aye. The motion passed unanimously.

INDEPENDENT SCHOOL DISTRICT 273
OFFICIAL MINUTES OF THE REGULAR MEETING OF MAY 11, 2026

REGULAR MEETING
7:00 PM

Edina Community Center Room 349
5701 Normandale Road, Edina

SCHOOL BOARD MEMBERS PRESENT:

Ms. Erica Allenburg
Mr. Dan Arom
Ms. Cheryl Barry
Mr. Michael Birdman
Ms. Karen Gabler
Mr. Elliot Mann

ABSENT:

Ms. Jennifer Huwe

PRESIDING OFFICER: Chair Karen Gabler

7:02 PM - 8:17 PM

ADMINISTRATIVE STAFF PRESENT:

Dr. Daniel Bittman, Superintendent
Nate Swenson, Assistant Superintendent
Dr. Frannie Becquer, Director of Achievement Equity and Multilingual Learner Programming
Jody De St. Hubert, Director of Teaching and Learning
Daphne Edwards, Director of Marketing and Communications
Dr. Anne Marie Leland, Director of Community Education and Strategic Partnerships
Sonya Sailer, Executive Director of Human Resources
Mert Woodard, Director of Finance and Operations

CERTIFIED CORRECT:

_____
Ms. Karen Gabler, Chair

CERTIFIED CORRECT:

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Ms. Erica Allenburg, Clerk

draft

(Official Publication)
MINUTES OF THE REGULAR MEETING OF THE SCHOOL BOARD
DISTRICT 273 EDINA, MINNESOTA MAY 11, 2026

7:02 PM Chair Gabler called to order the regular meeting of the School Board. Members present: Allenburg, Arom, Barry, Birdman, Gabler, Mann. Staff present: Bittman, Swenson, Becquer, De St. Hubert, Edwards, Leland, Sailer, Woodard.

APPROVAL OF AGENDA

EXCELLENCE IN ACTION

HEARING FROM MEMBERS OF THE PUBLIC

PRESENTATION

CONSENT

A. Minutes: *April 13 work session and regular meetings*; *April 21 work session*
B. Personnel Recommendations
C. Termination and Non-Renewal of Probationary Teachers
D. Check Register - April 2026
E. Electronic Fund Transfers - April 2026
F. Gifts and Bequests – April 2026
G. Food Service Management Contract - Fiscal Year 2027
H. Designation of Identified Official with Authority for the MDE External User Access Recertification System
I. Amended Memorandum of Understanding (MOU) for Teacher Evaluation & Alternative Compensation Program
J. READ Act Professional Development/Training Memorandum of Understanding (MOU)
K. Spain 2027 International Travel Experience Adjustment
L. Lease Agreement with West Metro Credit Union

DISCUSSION

A. Preliminary Budget - Fiscal Year 2027
B. Spanish Dual Language (SDL): Middle School Placement
C. Policy Review (113, 506, 806, 810)

ACTION

A. Intermediate School District No. 287 – Long-Term Facilities Maintenance Expenditure Budget – Fiscal Year 2028
B. Policy Review (515, 708, 812)

LEADERSHIP AND COMMITTEE UPDATES

SUPERINTENDENT UPDATES

INFORMATION

A. Enrollment Mobility - April 2026
B. Expenditure Summary - April 2026

draft

C. Investment Summary - April2026

ADJOURNMENT

The meeting adjourned at 8:17 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. Karen Gabler, Chair

Ms. Erica Allenburg, Clerk

draft

OFFICIAL MINUTES OF SCHOOL BOARD'S
MAY 11, 2026 REGULAR MEETING

7:02 PM Chair Gabler called to order the regular meeting of the School Board. Members present: Allenburg, Arom, Barry, Birdman, Gabler, Mann. Staff present: Bittman, Swenson, Becquer, De St. Hubert, Edwards, Leland, Sailer, Woodard.

APPROVAL OF AGENDA

Member Arom moved and Member Birdman seconded to approve the agenda. All members voted Aye. The motion passed unanimously.

EXCELLENCE IN ACTION

Creek Valley second grade teacher Jenn Rauen and 4th grade teacher Emily Torgerson shared how they use Leader in Me in their classrooms to support goal getting, social emotional learning, and student leadership.

HEARING FROM MEMBERS OF THE PUBLIC

One community member spoke about after-school care.

PRESENTATION

Stephanie Francis-Jones, executive director of Edina Give and Go, presented information about the year in review, including information about their impact, students served, and community partnerships.

CONSENT

Member Arom moved and Member Mann seconded to approve the consent agenda. All members voted Aye. The motion passed unanimously.

The resolutions were:

A. Minutes: *April 13 work session and regular meetings*; *April 21 work session*
B. Personnel Recommendations
C. Termination and Non-Renewal of Probationary Teachers
D. Check Register - April 2026
E. Electronic Fund Transfers - April 2026
F. Gifts and Bequests – April 2026
G. Food Service Management Contract - Fiscal Year 2027
H. Designation of Identified Official with Authority for the MDE External User Access Recertification System
I. Amended Memorandum of Understanding (MOU) for Teacher Evaluation & Alternative Compensation Program
J. READ Act Professional Development/Training Memorandum of Understanding (MOU)
K. Spain 2027 International Travel Experience Adjustment
L. Lease Agreement with West Metro Credit Union

draft

DISCUSSION

Preliminary Budget - Fiscal Year 2027: The preliminary fiscal year 2027 budget was discussed, and it is expected to be brought back to the Board for approval in June.

Spanish Dual Language (SDL): Middle School Placement: Dr. Bittman and board members discussed placement of the Spanish Dual Language program at the middle school level. The recommendation to place the program at South View Middle School is expected in June.

Policy Review (113, 506, 806, 810): Policy Committee members presented the following policies for discussion. These policies will move forward for approval at the next regular meeting.

- Policy 113 Data Requests
- Policy 506 Student Conduct and Discipline
- Policy 806 Emergency Management
- Policy 810 Safety and Security of Students, Employees, Visitors, Buildings, and Grounds

ACTION

Intermediate School District No. 287 – Long-Term Facilities Maintenance Expenditure Budget – Fiscal Year 2028: Member Birdman moved and Member Mann seconded to approve the motion. All members voted Aye. The motion passed unanimously.

Policy Quick Review (515, 708, 812) Member Arom moved and Member Mann seconded to approve the motion. All members voted Aye. The motion passed unanimously.

- Policy 515 Protection and Privacy of Student Records
- Policy 708 Expense Reimbursement
- Policy 812 Health and Environmental Safety Program

SUPERINTENDENT UPDATES

Dr. Bittman commented about the time of year, exciting for families, the community, and staff, and the culminating activities

ADJOURNMENT

At 8:17 PM, Member Mann moved, and Member Arom seconded to adjourn the meeting. All members voted Aye. The motion passed unanimously.

Draft

INDEPENDENT SCHOOL DISTRICT 273
OFFICIAL MINUTES OF THE REGULAR MEETING OF MAY 11, 2026

REGULAR MEETING
7:00 PM

Edina Community Center Room 349
5701 Normandale Road, Edina

SCHOOL BOARD MEMBERS PRESENT:

Ms. Erica Allenburg
Mr. Dan Arom
Ms. Cheryl Barry
Mr. Michael Birdman
Ms. Karen Gabler
Mr. Elliot Mann

ABSENT:

Ms. Jennifer Huwe

PRESIDING OFFICER: Chair Karen Gabler

7:02 PM - 8:17 PM

ADMINISTRATIVE STAFF PRESENT:

Dr. Daniel Bittman, Superintendent
Nate Swenson, Assistant Superintendent
Dr. Frannie Becquer, Director of Achievement Equity and Multilingual Learner Programming
Jody De St. Hubert, Director of Teaching and Learning
Daphne Edwards, Director of Marketing and Communications
Dr. Anne Marie Leland, Director of Community Education and Strategic Partnerships
Sonya Sailer, Executive Director of Human Resources
Mert Woodard, Director of Finance and Operations

CERTIFIED CORRECT:

Karen A. Gabler

Ms. Karen Gabler, Chair

CERTIFIED CORRECT:

Ms. Erica Allenburg, Clerk

(Official Publication)
MINUTES OF THE REGULAR MEETING OF THE SCHOOL BOARD
DISTRICT 273 EDINA, MINNESOTA MAY 11, 2026

7:02 PM Chair Gabler called to order the regular meeting of the School Board. Members present: Allenburg, Arom, Barry, Birdman, Gabler, Mann. Staff present: Bittman, Swenson, Becquer, De St. Hubert, Edwards, Leland, Sailer, Woodard.

APPROVAL OF AGENDA

EXCELLENCE IN ACTION

HEARING FROM MEMBERS OF THE PUBLIC

PRESENTATION

CONSENT

A. Minutes: *April 13 work session and regular meetings; April 21 work session*
B. Personnel Recommendations
C. Termination and Non-Renewal of Probationary Teachers
D. Check Register - April 2026
E. Electronic Fund Transfers - April 2026
F. Gifts and Bequests – April 2026
G. Food Service Management Contract - Fiscal Year 2027
H. Designation of Identified Official with Authority for the MDE External User Access Recertification System
I. Amended Memorandum of Understanding (MOU) for Teacher Evaluation & Alternative Compensation Program
J. READ Act Professional Development/Training Memorandum of Understanding (MOU)
K. Spain 2027 International Travel Experience Adjustment
L. Lease Agreement with West Metro Credit Union

DISCUSSION

A. Preliminary Budget - Fiscal Year 2027
B. Spanish Dual Language (SDL): Middle School Placement
C. Policy Review (113, 506, 806, 810)

ACTION

A. Intermediate School District No. 287 – Long-Term Facilities Maintenance Expenditure Budget – Fiscal Year 2028
B. Policy Review (515, 708, 812)

LEADERSHIP AND COMMITTEE UPDATES

SUPERINTENDENT UPDATES

INFORMATION

A. Enrollment Mobility - April 2026
B. Expenditure Summary - April 2026

C. Investment Summary - April2026

ADJOURNMENT

The meeting adjourned at 8:17 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. Karen Gabler, Chair

Ms. Erica Allenburg, Clerk

OFFICIAL MINUTES OF SCHOOL BOARD'S
MAY 11, 2026 REGULAR MEETING

7:02 PM Chair Gabler called to order the regular meeting of the School Board. Members present: Allenburg, Arom, Barry, Birdman, Gabler, Mann. Staff present: Bittman, Swenson, Becquer, De St. Hubert, Edwards, Leland, Sailer, Woodard.

APPROVAL OF AGENDA

Member Arom moved and Member Birdman seconded to approve the agenda. All members voted Aye. The motion passed unanimously.

EXCELLENCE IN ACTION

Creek Valley second grade teacher Jenn Rauen and 4th grade teacher Emily Torgerson shared how they use Leader in Me in their classrooms to support goal getting, social emotional learning, and student leadership.

HEARING FROM MEMBERS OF THE PUBLIC

One community member spoke about after-school care.

PRESENTATION

Stephanie Francis-Jones, executive director of Edina Give and Go, presented information about the year in review, including information about their impact, students served, and community partnerships.

CONSENT

Member Arom moved and Member Mann seconded to approve the consent agenda. All members voted Aye. The motion passed unanimously.

The resolutions were:

A. Minutes: *April 13 work session and regular meetings; April 21 work session*
B. Personnel Recommendations
C. Termination and Non-Renewal of Probationary Teachers
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J. READ Act Professional Development/Training Memorandum of Understanding (MOU)
K. Spain 2027 International Travel Experience Adjustment

L. Lease Agreement with West Metro Credit Union

DISCUSSION

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- Policy 113 Data Requests
- Policy 506 Student Conduct and Discipline
- Policy 806 Emergency Management
- Policy 810 Safety and Security of Students, Employees, Visitors, Buildings, and Grounds

ACTION

Intermediate School District No. 287 – Long-Term Facilities Maintenance Expenditure Budget – Fiscal Year 2028: Member Birdman moved and Member Mann seconded to approve the motion. All members voted Aye. The motion passed unanimously.

Policy Quick Review (515, 708, 812) Member Arom moved and Member Mann seconded to approve the motion. All members voted Aye. The motion passed unanimously.

- Policy 515 Protection and Privacy of Student Records
- Policy 708 Expense Reimbursement
- Policy 812 Health and Environmental Safety Program

SUPERINTENDENT UPDATES

Dr. Bittman commented about the time of year, exciting for families, the community, and staff, and the culminating activities.

ADJOURNMENT

At 8:17 PM, Member Mann moved, and Member Arom seconded to adjourn the meeting. All members voted Aye. The motion passed unanimously.

INDEPENDENT SCHOOL DISTRICT 273
OFFICIAL MINUTES OF THE WORK SESSION OF MAY 19, 2026

WORK SESSION
5:00 PM

Edina Community Center
ECC 350

SCHOOL BOARD MEMBERS PRESENT:

Ms. Erica Allenburg
Ms. Cheryl Barry
Mr. Michael Birdman
Ms. Karen Gabler
Ms. Jennifer Huwe
Mr. Elliot Mann

ABSENT:

Mr. Dan Arom

PRESIDING OFFICER: Chair Karen Gabler

5:00 PM - 6:38 PM

ADMINISTRATIVE STAFF PRESENT:

Dr. Daniel Bittman, Superintendent
Jody De St. Hubert, Director of Teaching and Learning
Daphne Edwards, Director of Marketing and Communications
Dr. Anne Marie Leland, Director of Community Education and Strategic Partnerships
Sonya Sailer, Executive Director of Human Resources
Nate Swenson, Assistant Superintendent
Mert Woodard, Director of Finance and Operations

Amie Bergersen, Early Learning and Family Center PTO President
Kim Isley, Assistant Director of Early Learning
Laura Phongsavath, Early Learning Center Manager
Deb Richards, Talent Development Coordinator

CERTIFIED CORRECT:

_____
Ms. Karen Gabler, Chair

CERTIFIED CORRECT:

_____
Ms. Erica Allenburg, Clerk

draft

(Official Publication)
MINUTES OF THE WORK SESSION
OF THE SCHOOL BOARD DISTRICT 273 EDINA, MINNESOTA
MAY 19, 2026

5:00 PM Chair Gabler called to order the work session of the School Board. Members present: Allenburg, Barry, Birdman, Gabler, Huwe, Mann. Staff present: Bittman, De St. Hubert, Edwards, Leland, Sailer, Swenson, Woodard; Bergersen, Isley, Phongsavath, Richards.

APPROVAL OF AGENDA

DISCUSSION

A. Year End Update: Elementary Acceleration Plan
B. Early Learning and Family Center Final Report
C. Workers' Compensation Renewal - Fiscal Year 2027
D. Property, Casualty, and Liability Insurance Renewal – Fiscal Year 2027
E. Long-Term Facilities Maintenance Update – Spring 2026

LEADERSHIP AND COMMITTEE UPDATES

SUPERINTENDENT'S UPDATES

ADJOURNMENT

The meeting was adjourned at 6:38 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. Karen Gabler, Chair Ms. Erica Allenburg, Clerk

draft

OFFICIAL MINUTES OF SCHOOL BOARD'S
MAY 19, 2026 WORK SESSION

5:00 PM Chair Gabler called to order the work session of the School Board. Members present: Allenburg, Barry, Birdman, Gabler, Huwe, Mann. Staff present: Bittman, Becquer, De St. Hubert, Edwards, Leland, Sailer, Swenson, Woodard; Bergersen, Isley, Phongsavath, Richards.

APPROVAL OF AGENDA

Member Allenburg moved and Member Barry seconded to approve the agenda. All members voted Aye. The motion passed unanimously.

DISCUSSION

Year End Update: Elementary Acceleration Plan: Staff shared an overview of the elementary talent development acceleration review.

Early Learning and Family Center Final Report: Staff shared an overview of recommendations for the early learning and family center.

Workers' Compensation Renewal - Fiscal Year 2027: Director Woodard shared an update on Workers' Compensation insurance renewal.

Property, Casualty, and Liability Insurance Renewal – Fiscal Year 2027: Director Woodard shared an update on property, casualty, and liability insurance renewal.

Long-Term Facilities Maintenance Update – Spring 2026: Director Woodard shared an update on facilities maintenance and projects planned for this summer and next.

LEADERSHIP AND COMMITTEE UPDATES

Member Barry shared that she will be sending out a form regarding Dr. Bittman's review next week, with the evaluation taking place at the second work session in June.

Chair Gabler shared that there is a MSBA Chat Room scheduled for this Friday morning with their Government Relations staff to learn about the final takeaways from the session; and the Board's end of the year video for all staff will be out soon.

SUPERINTENDENT'S UPDATES

Dr. Bittman shared that his end-of-year video will be out soon; he would like to plan a joint meeting with representatives of the City; there will be a recap of the legislative session in his weekly Update; the end of the school is finishing strong, and summer programming will be intense.

draft

ADJOURNMENT

At 6:38 PM, Member Birdman moved and Member Huwe seconded to adjourn the meeting. All members voted Aye. The motion passed unanimously.

draft

INDEPENDENT SCHOOL DISTRICT 273
OFFICIAL MINUTES OF THE WORK SESSION OF MAY 19, 2026

WORK SESSION
5:00 PM

Edina Community Center
ECC 350

SCHOOL BOARD MEMBERS PRESENT:

Ms. Erica Allenburg
Ms. Cheryl Barry
Mr. Michael Birdman
Ms. Karen Gabler
Ms. Jennifer Huwe
Mr. Elliot Mann

ABSENT:

Mr. Dan Arom

PRESIDING OFFICER: Chair Karen Gabler

5:00 PM - 6:38 PM

ADMINISTRATIVE STAFF PRESENT:

Dr. Daniel Bittman, Superintendent
Jody De St. Hubert, Director of Teaching and Learning
Daphne Edwards, Director of Marketing and Communications
Dr. Anne Marie Leland, Director of Community Education and Strategic Partnerships
Sonya Sailer, Executive Director of Human Resources
Nate Swenson, Assistant Superintendent
Mert Woodard, Director of Finance and Operations

Amie Bergersen, Early Learning and Family Center PTO President
Kim Isley, Assistant Director of Early Learning
Laura Phongsavath, Early Learning Center Manager
Deb Richards, Talent Development Coordinator

CERTIFIED CORRECT:

Karen A. Gabler

Ms. Karen Gabler, Chair

CERTIFIED CORRECT:

Erica Allenburg

Ms. Erica Allenburg, Clerk

(Official Publication)
MINUTES OF THE WORK SESSION
OF THE SCHOOL BOARD DISTRICT 273 EDINA, MINNESOTA
MAY 19, 2026

5:00 PM Chair Gabler called to order the work session of the School Board. Members present: Allenburg, Barry, Birdman, Gabler, Huwe, Mann. Staff present: Bittman, De St. Hubert, Edwards, Leland, Sailer, Swenson, Woodard; Bergersen, Isley, Phongsavath, Richards.

APPROVAL OF AGENDA

DISCUSSION

A. Year End Update: Elementary Acceleration Plan
B. Early Learning and Family Center Final Report
C. Workers' Compensation Renewal - Fiscal Year 2027
D. Property, Casualty, and Liability Insurance Renewal – Fiscal Year 2027
E. Long-Term Facilities Maintenance Update – Spring 2026

LEADERSHIP AND COMMITTEE UPDATES

SUPERINTENDENT'S UPDATES

ADJOURNMENT

The meeting was adjourned at 6:38 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. Karen Gabler, Chair

Ms. Erica Allenburg, Clerk

OFFICIAL MINUTES OF SCHOOL BOARD'S
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ADJOURNMENT

At 6:38 PM, Member Birdman moved and Member Huwe seconded to adjourn the meeting. All members voted Aye. The motion passed unanimously.

V.B. Personnel Recommendations

Edina Public Schools
DEFINING EXCELLENCE

Meeting Date: June 8, 2026

Title: Personnel Recommendations

Type: Consent

Presenter: Sonya Sailer, Executive 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.

Attachment:

1. Report (next page)

LICENSED STAFF

A. RECOMMENDATIONS FOR EMPLOYMENT

Name	*Building*	*Position*	*Wage*	*Date*
BUDDE, HAYLEY	DW	LICENSED SCHOOL NURSE, 1.0 FTE	$56,110.00	08/24/2026
BUTLER, SOPHIA	EHS	ORCHESTRA TEACHER, 1.0 FTE	$77,695.00	08/24/2026
CLAUSEN, ANNA	EHS	SOCIAL STUDIES TEACHER, 0.4 FTE	$21,170.40	08/24/2026
DAVIS, GRACIE	CS	GRADE 5 TEACHER, 1.0 FTE	$52,926.00	08/24/2026
HANSON, DAGAN	VV	BAND TEACHER, 1.0 FTE	$87,562.00	08/24/2026
HYSJULIEN, KIMBERLY	CV	SPECIAL EDUCATION TEACHER, 1.0 FTE	$73,332.00	08/24/2026
KREBS, TYLER	EVP	DIGITAL PHOTOGRAPHY/VIDEO PRODUCTION TEACHER	PER MOU	08/24/2026
KRZYZEK, KELLY	CV	GRADE 3 TEACHER (LONG-TERM SUBSTITUTE)	$287.64/DAY	08/24/2026-12/18/2026
MITRE, ALMA	CS	GRADE 2 SPANISH DUAL LANGUAGE TEACHER, 1.0 FTE	$100,908.00	08/24/2026
OLSON, PAUL	DW	ASST DIRECTOR STUDENT SUPPORT SERVICES, 1.0 FTE	$151,554.00	07/01/2026
ORTIZ PEREZ, LIZABETH	EVP	SPANISH TEACHER	PER MOU	08/24/2026
SAMSON, MARTINE	VV	FRENCH TEACHER, 1.0 FTE	$87,562.00	08/24/2026

B. SEASONAL EMPLOYMENT (SUMMER 2026 ONLY)

Name	*Building*	*Position*	*Wage*	*Date*
BENSON, JULIA	EHS	OPTIONS SUMMER SCHOOL TEACHER	$56.10/HOUR	06/08/2026-07/01/2026
BERO, LAURA	CS	ESY TEACHER	$56.10/HOUR	06/11/2026-07/16/2026
BERRIEN, NICOLE	CS, SV	ESY SPEECH-LANGUAGE PATHOLOGIST	$56.10/HOUR	06/11/2026-07/16/2026
BLOUNT, AMANDA	DW	ESY LICENSED SCHOOL NURSE (TEMPORARY)	$45.90/HOUR	06/11/2026-07/16/2026
DISCHER, KARI	EHS	OPTIONS SUMMER SCHOOL TEACHER	$56.10/HOUR	06/08/2026-07/01/2026
DUNNA, JOY	EHS	OPTIONS SUMMER SCHOOL	$56.10/HOUR	06/08/2026-

		TEACHER		07/01/2026
ELSTAD, LEAH	CS	ESY TEACHER	$56.10/HOUR	07/06/2026-07/09/2026
JARRETT, SARAH	EHS	OPTIONS SUMMER SCHOOL TEACHER	$56.10/HOUR	06/08/2026-07/01/2026
JONES, LEAH	EHS	OPTIONS SUMMER SCHOOL TEACHER	$56.10/HOUR	06/08/2026-07/01/2026
LOUCKS, JEREMY	EHS	OPTIONS SUMMER SCHOOL TEACHER	$56.10/HOUR	06/08/2026-07/01/2026
PIERSMA, THOMAS	EHS	OPTIONS SUMMER SCHOOL TEACHER	$56.10/HOUR	06/08/2026-07/01/2026
PRATUMWON, GAVIN	EHS	OPTIONS SUMMER SCHOOL TEACHER	$56.10/HOUR	06/08/2026-07/01/2026
ROBERTS, CAYLA	SV	ESY SPEECH-LANGUAGE PATHOLOGIST	$56.10/HOUR	06/11/2026-07/16/2026
RUSSELL, BRANDON	EHS	OPTIONS SUMMER SCHOOL TEACHER	$56.10/HOUR	06/08/2026-07/01/2026
SCHAAK, GINA	DW	ESY TEACHER	$56.10/HOUR	06/11/2026-07/16/2026
STUCYNSKI, MARY	EHS	OPTIONS SUMMER SCHOOL TEACHER	$56.10/HOUR	06/08/2026-07/01/2026

C. RESIGNATIONS, RETIREMENTS, TERMINATIONS

Name	*Building*	*Position*	*Date*
BANGERT, TAYLOR	ELFC	ECSE TEACHER, 1.0 FTE	06/02/2026
CHRISTENSEN, MATTHEW	EHS	ENGLISH/LANGUAGE ARTS TEACHER, 1.0 FTE	06/02/2026
STEENWYK, MADELYNNE	EHS	SOCIAL STUDIES TEACHER, 1.0 FTE	06/02/2026
VOLKE, KENDALL	EHS	SPECIAL EDUCATION TEACHER, 1.0 FTE	06/02/2026
WALKER, BRENDA	SV	SCHOOL PSYCHOLOGIST, 1.0 FTE	06/02/2026

D. CHANGE OF EMPLOYMENT STATUS

Name	*Building*	*Assignment Change*	*Wage*	*Date*
CONSIDINE, NICOLE	HL	FROM: EA SPED PARA TO: SPECIAL EDUCATION TEACHER, 1.0 FTE	$53,974.00	08/24/2026
FROEHLICH, JENNIFER	DW	FROM: ASST DIRECTOR TO: DIRECTOR OF STUDENT SUPPORT SERVICES, 1.0 FTE	$192,780.00	06/01/2026

E. REQUEST FOR LEAVE OF ABSENCE

Name	*Building*	*Position*	*Anticipated Dates of Leave*
CYR, JASON	SV	WORLD LANGUAGE TEACHER	09/17/2026 - 09/30/2026
EDLAND, EMILY	ELC	PRESCHOOL TEACHER	08/24/2026 - 12/18/2026
GUERRA ROMO, EDGAR	EHS	LANGUAGE ARTS TEACHER	08/24/2026 - 12/18/2026
LELAND, ANNE MARIE	ECC	DIRECTOR OF COMMUNITY ED AND STRATEGIC PARTNERSHIPS	06/10/2026 - 06/18/2026
REMSING, JODY	ECC	DIRECTOR OF STUDENT SUPPORT SERVICES	06/01/2026 - 06/30/2026

F. REQUEST FOR 3-YEAR UNPAID EXTD LEAVE OF ABSENCE PER MN STATUTE §122A.46

Name	*Building*	*Position*	*Anticipated Dates of Leave*
GAUDETTE, NICHOLAS	EHS	ORCHESTRA TEACHER RESCIND 0.2 FTE OF EXTENDED LEAVE FOR 2026-2027 ONLY	08/24/2026 - 06/30/2029

NON-LICENSED STAFF

A. RECOMMENDATIONS FOR EMPLOYMENT

Name	*Building*	*Position*	*Wage*	*Date*
GANSEN, STEVEN	TC	BUS DRIVER	$26.64/HOUR	5/08/2026
KARPEN, STEPHANIE	HS	OFFICE ASSISTANT - CLASS E	$25.43/HOUR	08/24/2026
NEWMAN, WENDY	ELFC	OFFICE ASSISTANT - CLASS D	$25.88/HOUR	06/01/2026
SIEGEL, LOUIE	SV	EA SPED PARA (TEMPORARY)	$23.00/HOUR	05/22/2026
SPANKOWSKI, VICTOR	TC	BUS DRIVER	$26.64/HOUR	05/20/2026
WANG, WENJING	VV	EA SPED PARA (TEMPORARY)	$23.30/HOUR	05/20/2026

B. SEASONAL EMPLOYMENT (SUMMER 2026 ONLY)

BETHUNE, TIMOTHY	SV	ESY EA SPED PARA	23.30/HOUR	06/11/2026
JARRETT, MYLES	EHS	OPTIONS EA PARA	$23.30/HOUR	06/08/2026
MASICA, LAUREN	EHS	OPTIONS EA PARA	$23.00/HOUR	06/08/2026

C. RESIGNATIONS, RETIREMENTS, TERMINATIONS

Name	*Building*	*Position*	*Date*
ANTOINE, LILY-MARIE	EHS	EA SPED PARA	05/29/2026
DU CHATEAU, ALLISON	EHS	DEPARTMENTAL SPECIALIST - CLASS B	08/03/2026
GEYDHE, KAMAL	TC	BUS DRIVER	05/07/2026
LINDER, PETER	CV	CUSTODIAL SUPERVISOR	12/01/2026
MCMILLON, KATRINA	DW	BOARD CERTIFIED BEHAVIOR ANALYST	05/11/2026
O'BRIEN, LISA	HL	INSTRUCTIONAL ASSISTANT	05/29/2026
SACKS, JULIA	SV	EA SPED PARA	05/29/2026
STROMBERG, MADISON	CS	EA SPED PARA	07/16/2026
WILFAHRT, ABIGAIL	ND	PROGRAM SPECIALIST	08/14/2026
YELKIN, NICHOLAS	EHS	EA SPED PARA	05/29/2026

D. CHANGE OF EMPLOYMENT STATUS

Name	*Building*	*Assignment Change*	*Wage*	*Date*
CHRISTENSON, HANNAH	EHS	FROM: OFFICE ASST - CLASS D TO: DEPT SPECIALIST - CLASS B	$29.62	08/04/2026

E. REQUEST FOR LEAVE OF ABSENCE

Name	*Building*	*Position*	*Anticipated Dates of Leave*
HERNANDEZ, GABRIELA	HL	EA SPED PARA	05/14/2026 - 05/22/2026
SATHE, MUKTA	CN	OFFICE ASSISTANT - CLASS E	05/11/2026 - 06/01/2026
VAN OSDEL, BETHANY	ECC	ASSISTANT DIRECTOR OF TEACHING AND LEARNING	05/18/2026 - 06/30/2026 INTERMITTENT

COMMUNITY EDUCATION SERVICES STAFF

A. RECOMMENDATIONS FOR EMPLOYMENT

NONE.

B. SEASONAL EMPLOYMENT (SUMMER 2026 ONLY)

Name	*Building*	*Position*	*Wage*	*Date*
BENWARE, CHARLI	ELFC	SUMMER CHILDCARE ASSISTANT	$18.39/HOUR	06/02/2026
BRIONES, LESLIE	ELFC	SUMMER CHILDCARE ASSISTANT	$23.56/HOUR	06/02/2026
BUBOLTZ, CHARLES	DW	SUMMER ENRICHMENT SITE LEAD	$20.69/HOUR	06/01/2026
CHOI, IVAN	ND	SUMMER KIDS CLUB LEAD	$18.39/HOUR	06/01/2026
HONOUR, ADDISON	CN	SUMMER KIDS CLUB LEAD	$18.39/HOUR	06/01/2026
ISLE, JOSEPH	ND	SUMMER KIDS CLUB LEAD	$23.34/HOUR	06/01/2026
MARENTETTE, LAUREN	ND	SUMMER KIDS CLUB LEAD	$18.39/HOUR	06/01/2026
MCVANN-HENKELMANN, RHYS	DW	SUMMER ENRICHMENT LEAD	$18.39/HOUR	06/01/2026
SAYLES, JAMES	ND	SUMMER KIDS CLUB LEAD	$19.91/HOUR	06/01/2026
SCHIMKE, VIVIAN	ND	SUMMER KIDS CLUB LEAD	$21.56/HOUR	06/02/2026
WANG, JONATHAN	CS	SUMMER KIDS CLUB LEAD	$16.97/HOUR	06/01/2026

C. RESIGNATIONS, RETIREMENTS, TERMINATIONS

Name	*Building*	*Position*	*Date*
BENADIBA, SARA	ND	KIDS CLUB LEAD	06/01/2026
MYLES, SHAMYA	ND	KIDS CLUB LEAD	05/27/2026
SUGATA, NORIKO	ELFC	CHILDCARE ASSISTANT	05/29/2026
YOUSOF, ZAKARIA	HL	KIDS CLUB LEAD	05/12/2026

D. CHANGE OF EMPLOYMENT STATUS

Name	*Building*	*Position*	*Wage*	*Date*

NONE.

E. REQUEST FOR LEAVE OF ABSENCE

Name	*Building*	*Position*	*Anticipated Dates of Leave*

NONE.

V.C. 2028-2029 Employee Holiday Schedule

Edina Public Schools

DEFINING EXCELLENCE

Board Meeting Date: 6/8/2026

Title: 2028-2029 Employee Holiday Schedule

Type: Consent

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

Background: Edina Public Schools traditionally maintains a three-year holiday schedule to provide employees, families, and other community stakeholders with ample notice of days the school district will be closed. Whether an employee is eligible for holiday pay is dependent on their position, employment status, and work agreement. Twelve-month, full-time employees enjoy twelve (12) paid holidays on an annual basis.

Approval of the attached Employee Holiday Schedule will establish the 2028-2029 holiday schedule. The 2026-2027 and 2027-2028 holiday schedules have already been approved by the School Board, distributed to applicable employees, and reflected on the academic calendars for those school years.

The proposed 2028-2029 holiday schedule was reviewed by Cabinet and the Community Education Department to ensure it aligned with student programming and best served the needs of our district's stakeholders.

Recommendation: Approve the attached 2028-2029 Employee Holiday Schedule

Attachment(s): 2028-2029 Employee Holiday Schedule

Edina Public Schools
DEFINING EXCELLENCE

Employee Holiday Schedule*

2026-2029

2026-2027 *Approved*	2027-2028 *Approved*	2028-2029 *Proposed*
Thursday, July 2	Monday, July 5	Monday, July 3
Friday, July 3	Tuesday, July 6	Tuesday, July 4
Monday, September 7	Monday, September 6	Monday, September 4
Thursday, November 26	Thursday, November 25	Thursday, November 23
Friday, November 27	Friday, November 26	Friday, November 24
Thursday, December 24	Thursday, December 23	Monday, December 25
Friday, December 25	Friday, December 24	Tuesday, December 26
Friday, January 1	Friday, December 31	Monday, January 1
Monday, January 18	Monday, January 17	Monday, January 15
Monday, February 15	Monday, February 21	Monday, February 19
Monday, May 31	Monday, May 29	Monday, May 28
Friday, June 18	Monday, June 19	Tuesday, June 19

**Whether an employee is eligible for holiday pay is dependent on their position, employment status, and work agreement. Specific details regarding eligibility for paid holidays are provided in employee work agreements. Questions should be directed to Edina Public Schools Human Resources.*

School Board Approved _____.

Accessibility Compliant

V.D. Check Register - May 2026

Board Meeting Date: 6/8/2026

Title: Check Register – May 2026

Type: Consent

Presenter(s): Mert Woodard – Director, Finance & Operations

Description: Presented for approval by the Board of Education are monthly disbursement totals, by fund, for the month of May 2026:

Fund	Amount
General	$ 3,228,024.58
Food Service	523,348.84
Community Service	120,596.34
Building-Construction	165,724.89
Total	**$ 4,037,694.65**

Recommendation: Approve the disbursements as presented for the month of May 2026.

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

Attachments:

1. **Check Register – May 2026**

V.E. Electronic Fund Transfers - May 2026

Board Meeting Date: 6/8/2026

Title: Electronic Fund Transfers – May 2026

Type: Consent

Presenter(s): Mert Woodard – Director, Finance & Operations

Description: State law 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 May 2026, in the amount of $10,712,355.

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

Attachments:

1. **Electronic Fund Transfers – May 2026**

V.F. Gifts and Bequests - May 2026

Board Meeting Date: 6/8/2026

Title: Gifts and Bequests – May 2026

Type: Consent

Presenter(s): Mert Woodard – Director, Finance & Operations

Description: The enclosed report describes gifts and bequests made to the District during the month of May 2026.

Recommendation: Accept with appreciation gifts and bequests made to the District in the amount of $208,935.67.

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

Attachments:

1. **Gifts & Bequests – May 2026**

V.G. Property, Casualty, and Liability Insurance Renewal - Fiscal Year 2027

Board Meeting Date: 6/8/2026

Title: Property, Casualty, and Liability Insurance Renewal – Fiscal Year 2027

Type: Consent

Presenter(s): Mert Woodard – Director, Finance & Operations

Description: In December 2015, the School Board awarded the District's property, casualty, and liability insurance contract to the Minnesota Insurance Scholastic Trust (MIST). MIST provides the benefit of self-insurance cooperative purchasing, with 30 school districts currently participating in the MIST program. The program allows the group to pool its total insurable values, making it more attractive in the marketplace and less sensitive to carrier dynamics, stabilizing premium increases. Any remaining funds at the end of a claim year are distributed among member districts.

The District's renewal for the July 1, 2026 to June 30, 2027 period is $1,099,030, a 13.75 percent ***decrease*** over the prior year, or a reduction of $175,137. During the District's initial budget development that took place in the fall of 2025, the administration assumed a 12.5 percent increase.

As a result of the savings, the administration recommends adding an additional $1,000,000 of cybersecurity insurance for $14,289. This recommendation has been supported by the Finance & Facilities Committee.

Recommendation: Authorize the Director of Finance & Operations to execute all agreements and take all actions necessary to implement the District's property, liability, casualty, and cybersecurity insurance coverage with MIST, including additional cybersecurity coverage, effective July 1, 2026.

Desired Outcomes from the Board: Accept the administration's recommended action.

Attachments:

1. MIST Full Membership Renewal Presentation – Fiscal Year 2027
2. MIST Insurance Policy Pricing List – Fiscal Year 2027



Minnesota Insurance Scholastic Trust

Administrator's Report & 26-27 Program Renewal

JACK KURCAB, NICK LANO, SAMUEL DING

Administrator's Report

February, March, April 2026

- Coordinated Executive Committee meetings & follow-ups
- Reviewed online Questionnaires/Changes and followed up with members regarding outstanding information missing as well as supplemental applications for renewal.
- Prepared submissions to markets based on strategized marketing plan.
- Met with carriers to negotiate and discuss 2026-2027 renewal targets
- Prepared and submitted renewal requests to carriers for P&C
- Prepared and submitted renewal requests to carriers for E&O and Crime
- Prepared Property/Casualty Renewal proposal for Executive Committee Meeting
- Compiled Property/Casualty data and submitted it to Casualty Actuarial Consultants for preparation of the program actuarial report, funding levels and premium allocations
- Prepared and set up meeting packets
- Worked with MIST Treasurer Artex to finalize 2026-2027 Operating Budget while overseeing the transition of program treasury services.
- Negotiated renewal terms and conditions with carriers
- Placed Several Builders Risk Policies for Members
- Reviewed, responded and subsequently issued Certificates of Insurance
- Reviewed and answered coverage questions from MIST Members
- Reviewed contracts as needed
- Settlement notification sent out regarding claims meetings
- Secured vendor renewal contracts for 2026
- Processed change endorsements
- Worked with markets to help develop GovPro – Beneficial excess property program for MIST
- Established program-tailored allocation methodology for water sensors and secured pricing proposal

Minnesota Insurance Scholastic Trust

Brokerage & Administration Team

RPA / Gallagher Team

Name/Title	Phone/Alt. Phone	Email
Jack Kurcab – Vice President, Program Administration & Brokerage	630-634-4036	Jack_Kurcab@rpadmin.com
Nick Lano – Area Vice President	952-556-6292	Nick_Lano@ajg.com
Samuel Ding – Program Director	617-678-5360	Samuel_Ding@rpadmin.com
Laura O'Malley - Executive Program Manager	630-228-6717	Laura_OMalley@rpadmin.com
Katie Navin- Senior Client Service Manager	630-228-6665	Katie_Navin@rpadmin.com
Marissa Hermle – Client Service Manager II	630-285-4252	Marissa_Hermle@rpadmin.com

RPA
RISK PROGRAM ADMINISTRATORS

Minnesota Insurance Scholastic Trust

Renewal Statistics - Annualized

	2025-2026	2026-2027	% Change
Members	31	31	0%
Total Insured Values	8,531,001,068	8,585,861,159	0.6%
Student Count	98,050	97,233	(0.8%)
Vehicle Count	846	868	2.6%

Expiring exposure/premiums/loss funds are annualized in order to get a true comparison of the pool's renewal costs

RPA
RISK PROGRAM ADMINISTRATORS

MIST Member Map

5 New Members Added since 2024



RPA
RISK PROGRAM ADMINISTRATORS

MIST Net Position

Year-End Audited Financials

$1,825,901

As of June 30, 2024

$3,911,668

As of June 30, 2025

+$2,085,767

Retained Carrier Profit





Minnesota Insurance Scholastic Trust

MIST 2026-2027 Property & Casualty Renewal

Motion Required

State of the Insurance Market - Overall

× **Liability**
× **Auto**
× **Abuse**



Hard Market: Rates increasing, terms eroding, shrinking capacity. Market and loss history playing major factor.

– **Crime**
– **Pollution**
– **Property**



Challenging renewals: General rate increase to keep up with losses and inflation but options and coverage readily available.

✓ **Cyber**
✓ **Boiler**
✓ **Property**



Stable: Carriers compete for business. We can drive down rates and costs. In some cases, market is still hard but shows signs of improvement for proactive management.

MIST Renewal Strategy

- Explored alternative program structuring to decreased carrier fixed cost
  - **Chubb & Munich Re** – served as great negotiation levers during marketing
- Marketed Boiler/Equipment Breakdown coverage
- Prepared to offer higher cyber limits
- Explore cutting edge loss control technologies → **MIST Water Sensor Program**
- **Aggressively market MIST Property** Renewal to explore market options
  - Utilize the softening of markets to spark market competition
  - **GovPro**, **Chubb**, **Travelers** as main market options for Excess

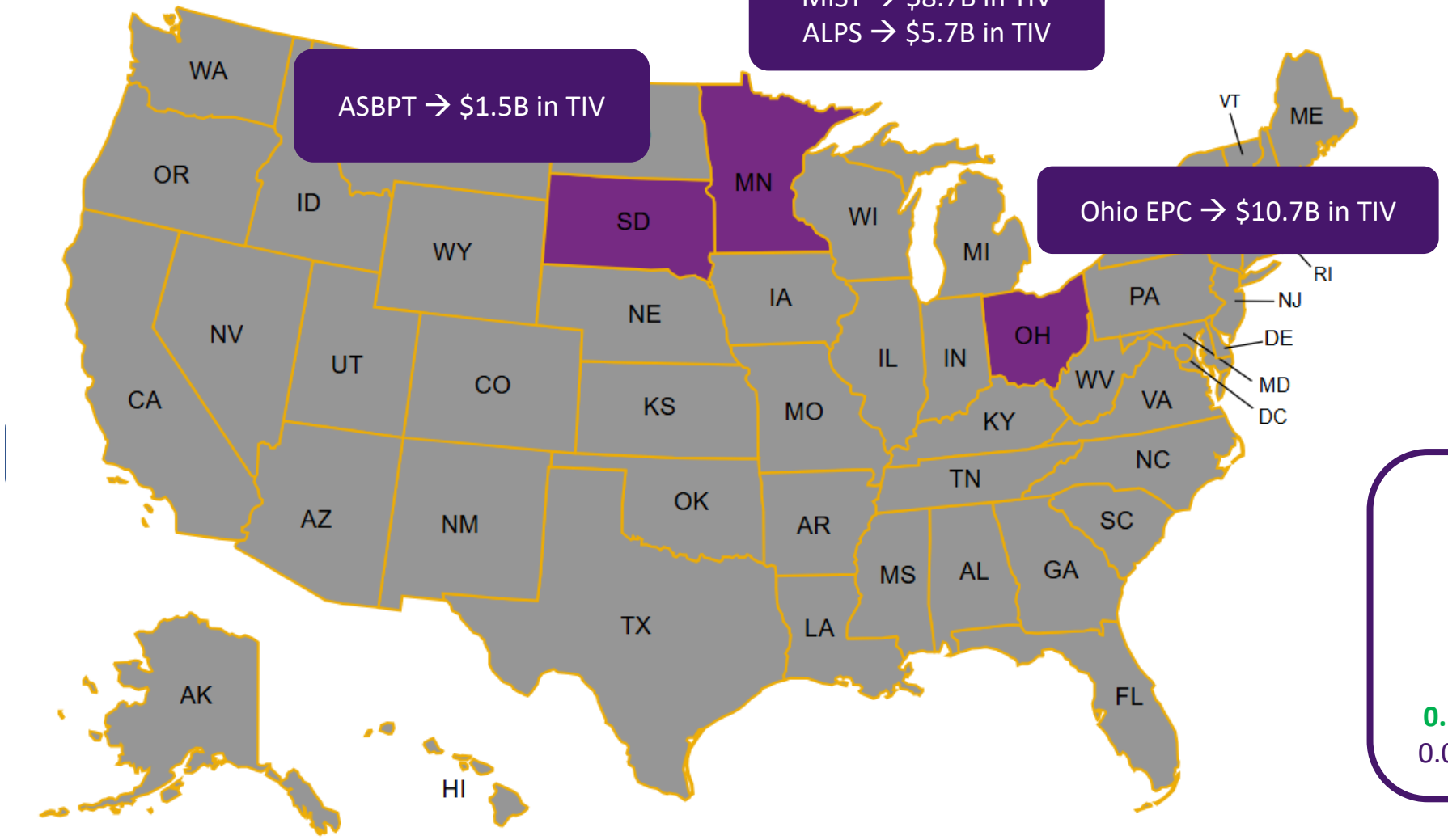
GovPro

Total Program TIV = $26.6 Billion

MIST → $8.7B in TIV
ALPS → $5.7B in TIV

ASBPT → $1.5B in TIV

Ohio EPC → $10.7B in TIV





Spread of Risk

Probable Maximum Loss (PML)

"Worst Case Scenario" out of 5 calculation methodology

1% chance in 100 years = $100M
0.10% chance in 1,000 years = $277M
0.01% chance in 10,000 years = $732M

Excess Property Program for Pools (no risk sharing)

2 out of 4 programs approved to enroll ★

Controlled exposure with hand-selected K-12 Programs

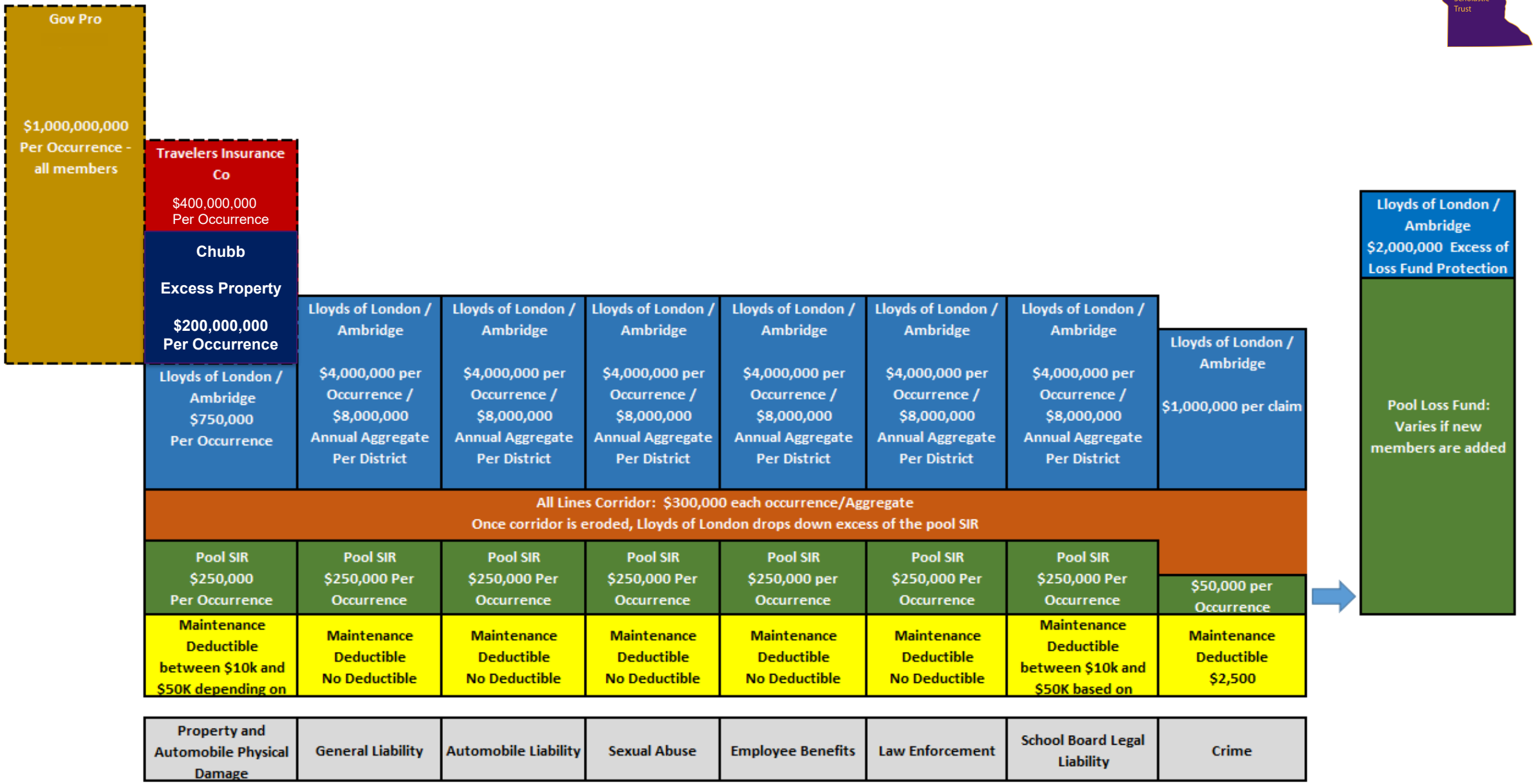
Proven success → Alternative to standard market

Gov Pro Benefits

- **Allows you to better take control from the standard market**
- **Brings competition to Travelers & Chubb – Keep them on their toes**
- **Increased insultation in changing markets**
    - Ex. Today vs Hard Market
- **Renewal stability**
    - **Diversified property program with broad market participation, not tied to one carrier.**
    - Direct, E&S, Bermuda & London
    - Keeps markets competitive in changing markets
- **MORE coverage, higher limits**
- **Homogenous group of Insureds (K12 Schools) with a good spread of risk (Ohio, SD, MN)**
- **Selective Underwriting – RPA programs only** vs.
    - single dictating market
    - **Gain Control**

© 2024 RISK PROGRAM ADMINISTRATORS

2026-2027 Program Structure



Gov Pro Coverage Highlights



Comprised of:

- Direct, admitted
- E&S
- Lloyds of London
- Bermuda

Sublimit Coverage	Expiring	GovPro
TOTAL LIMIT	$200M	**$1 Billion**
Flood - Low Hazard - Zone X	$25M	**$50M**
Flood - Moderate Hazard - Zones B, X-500	N/A	**$25M**
Earthquake	25M Annual Agg	**$50M Occ/Annual Agg**
Earthquake - New Madrid	Excluded	**$25M**
Business Income	$10M	**$50M**

Additional Highlights
1. No Margin Clause & Co-insurance included
2. Include 10% Swing Clause for TIV before endorsement
3. Scheduled assets are covered within SOV
4. Underground assets, pipes, fiber options are covered within 1000ft of covered location

Excess Property & Equipment Breakdown Renewal

Recommended

	2025-2026 Expiring	2026-2027 Option 1 - Renewal	% Change	2026-2027 Option 2 - Renewal	% Change	2026-2027 Option 3 - Renewal	% Change
Excess Property	**Travelers**	**Travelers**		**Chubb**		**GovPro***	
Loss Limit	$200,000,000	$400,000,000		**$200,000,000**		**$1,000,000,000**	
Total Insured Value	$8,531,001,068	$8,585,861,159	0.6%	$8,585,861,159	0.6%	$8,585,861,159	0.6%
Total Premium excluding Taxes	$4,314,007	$3,041,112	**-30%**	$2,464,837	**-44%**	$2,715,172	**-37%**
Rate/100 *excluding* taxes	$0.0506	$0.0354		$0.02871		$0.03162	
Total Premium including Taxes & Fees	**$4,445,152.79**	**$3,133,561.80**		**$2,464,837.00**		**$2,977,166.53**	
Equipment Breakdown	**Liberty**	**Chubb**		**Chubb**		**GovPro**	
Premium	**$217,273**	**$141,444**	**-35.3%**	**$141,444**	**-35.3%**	**Included**	
Rate/100 *excluding* taxes	$0.00258	$0.00167		$0.00167		n/a	
Total Premium with Taxes and Fees	**$4,662,425.79**	**$3,275,005.80**	**-30%**	**$2,606,281.00**	**-44%**	**$2,977,166.53**	**-36%**

*GovPro is a commission-based policy
*GovPro is a "Not-to-Exceed" amount

Losses to the Excess Property Layer

2016-2017 Hartford	2017-2018 Hartford	2018-2019 Hartford	2019-2020 Travelers	2020-2021 Travelers	2021-2022 Travelers	2022-2023 Travelers	2023-2024 Travelers	2024-2025 Travelers	2025-2026 Travelers
$546,435	$554,394	$549,172	$927,971	$1,848,589	$2,131,224	$2,586,375	$3,694,329	$3,694,329	$4,314,007
$0	$0	$0	$1,062,647	$0	$0	$0	$0	$0	$0
0.00%	0.00%	0.00%	114.51%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Loss ratio since pool inception: 4.8%

Losses to the Equipment Breakdown Layer

2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
$89,131	$88,752	$87,809	$100,492	$114,679	$121,888	$138,654	$183,536	$194,949	$217,273
$176,433	$17,865	$7,531	$0	$46,868	$10,037	$777	$5,261	$0	$0
197.95%	20.13%	8.58%	0.00%	40.87%	8.23%	0.56%	2.87%	0.00%	0.00%

Loss ratio since 2016: 39.5%

RPA
RISK PROGRAM ADMINISTRATORS

Losses to the Loss Fund

Policy Dates	Open Claims	Total # of Claims	Loss Fund	Paid Losses	Reserves	IBNR from 12/31/2025 Actuary Report	Total Incurred within SIR	Remaining Loss Fund	Corridor	Remaining corridor as of 12/31/2025	Losses to the aggregate Stop-Loss
2025-2026	51	81	$3,545,600	$827,945	$553,421	$330,910	$1,712,276	$1,833,324	$300,000	$79,000	
2024-2025	19	117	$2,896,416	$871,856	$154,118	$289,812	$1,315,786	$1,580,630	$300,000	$0	
2023-2024	15	133	$2,125,000	$1,551,704	$571,713	$1,583	$2,125,000	$0	n/a	N/A	
2022-2023	5	181	$1,815,922	$1,277,828	$162,396	$161,404	$1,601,628	$214,294	n/a	N/A	
2021-2022	5	167	$1,674,500	$1,674,500	$0	$0	$1,674,500	$0	n/a	N/A	$639,424
2020-2021	1	74	$2,118,123	$1,416,818	$19,148	$37,986	$1,473,952	$644,171	n/a	N/A	
2019-2020	0	87	$1,172,500	$1,131,208	$0	$0	$1,131,208	$41,292	n/a	N/A	
2018-2019	0	94	$930,000	$863,553	$0	$0	$863,553	$66,447	n/a	N/A	
2017-2018	0	119	$916,000	$653,773	$0	$0	$653,773	$262,227	n/a	N/A	
2016-2017	2	106	$797,000	$797,000	$0	$0	$797,000	$0	n/a	N/A	$241,190
2015-2016	0	74	$780,986	$421,970	$0	$0	$421,970	$359,016	n/a	N/A	
2014-2015	0	71	$542,060	$485,496	$0	$0	$485,496	$56,564	n/a	N/A	
2013-2014	0	28	$270,000	$184,643	$0	$0	$184,643	$85,357	n/a	N/A	
Totals	**98**	**1332**	**$19,584,107**	**$12,158,294**	**$1,460,796**	**$821,695**	**$14,440,785**	**$5,143,322**		**$79,000**	**$880,614**

All open years are still developing

Losses to the Package

	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
	Includes Excess	Includes Excess	Includes Excess	Includes Excess	Excess Written Separately	Includes Excess	Includes Excess	Includes Excess	Includes Excess	Includes Excess
Premium Paid	$599,470	$567,695	$563,195	$679,691	$943,171	$1,383,365	$1,650,476	$2,029,601	$2,014,322	$2,413,046
Corridor									$300,000	$300,000
Remaining Corridor									$0	$79,000
Claims to Layer	$1,743,421	$488,986	$174,390	$3,199,194	$35,806	$333,283	$0	$516,792	$667,000	$421,000
Claims – Aggregate Stop Loss	$241,190	$0	$0	$0	$0	$639,424	$0	$0	$0	$0
Net Loss Ratio	331.06%	86.14%	30.96%	470.68%	3.80%	70.31%	0.00%	25.46%	33.11%	17.45%

Loss ratio since pool inception: 63.5%

Package Renewal

Lloyds of London / Ambridge

Package	2025-2026	2026-2027	% change
Property Pool Retention	$250,000	$250,000	
Property Member Deductible	Various by TIV	Various by TIV	
Liability Pool Retention	$250,000	$250,000	
Property Limit	$750,000	$750,000	
Liability Limits	$4M/$8M	$4M/$8M	
Aggregate Stop Loss	$2,000,000	$2,000,000	
•Total Package Premium (excl T/F)	**$2,413,046**	**$2,618,796**	**8.53%**
•Total Loss Fund	**$3,545,600**	**$3,700,000**	**4.35%**
•Corridor	**$300,000**	**$300,000**	
Total *including* Taxes/Fee & Corridor	**$6,334,212**	**$6,701,319**	**5.80%**

RPA
RISK PROGRAM ADMINISTRATORS

Reminder:
Property Tiered Deductible based on district TIV

- Under 100M; $10,000
- 101-450M; $25,000
- 451M & above; $50,000

+0.6% in TIV
No changes to terms/conditions

Projected Losses at Various Confidence Levels

Losses limited to the indicated retentions provided by Casualty Actuarial Consultants, Inc. (CAC)

Confidence Level[1]	Estimated Retained Losses w/i 250K/50K Retention
Expected - 50%	$2,420,000
55%	2,535,071
60%	2,639,009
65%	2,764,592
70%	2,884,213
75%	3,025,214
80%	3,183,697
85%	3,374,132
90%	3,622,150
Aggregate (Approx. 91.6%)	3,700,000

Expected losses by CAC

Estimated high losses by CAC

Ambridge Loss Fund

MIST Cyber Renewal

	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Premium Paid	$147,856	$131,186	$131,186	$139,043	$171,443	$390,000	$578,350	$608,300	$593,313	$616,149
Claims to Layer	$0	$31,063	$149,432	$50,790	$179,000	$3,259	$567,338	$191,748	$0	$0
Net Loss Ratio	0%	24%	114%	37%	104%	1%	98%	32%	0%	0%

Loss ratio since 2014: 31%

CFC	2025-2026	2026-2027	% Change
Total Premium excluding taxes and fees	$616,149	$611,099	
Total Premium including taxes and fees	$634,880	$634,880	0%

*Cyber moved to a Master Policy in 2025

MIST Optional Cyber

Why additional cyber:

- ✓ Ransomware attacks on educational institutions increased **23%** in early 2025, with average demand at **$556,000**
- ✓ K-12 schools averaged **4,388 cyberattacks** per organization **per week** in Q2 2025, making education the **"most attacked industry globally"**
- ✓ Education sector experienced **1,075 confirmed** security incidents and **851 data breaches** in 2025
- ✓ **Recommendation to take advantage of the currently stabilized cyber market**

Current: $2M total limit

Additional Option 1: $1M xs $2M = **$3M total limit**

Additional Option 2: $2M xs $2M = **$4M total limit**

Additional Option 3: $3M xs $2M = **$5M total limit**

- Westchester Insurance Company (Excess)
- CFC ($2M Primary)

Pricing options will be included in individual proposals

Pollution Liability

	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Premium Paid	$71,840	$74,043	$75,156	$84,276	$90,217	$84,276	$90,217	$138,732	$146,386	$167,507
Claims to Layer	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Net Loss Ratio	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

	2025-2026	2026-2027	% Change
Total Premium excluding taxes and fees	$167,507	$173,592	
Total Premium including taxes and fees	$172,599	$178,869	3.6%

Minnesota Insurance Scholastic Trust (MIST)

2026-2027 Member COST COMPARISON

Estimates Only – Invoice with Final Premiums to Follow

Edina Public Schools ISD #273

Coverage Description	2025 Expiring Costs	2026 Renewal Costs	% Change
Fixed Costs:			
Package Premium (includes surplus lines tax)	$302,800.44	$285,593.05	
actuarial debit/credit in [ ]	[15.00%]	[-13.11%]	
Excess Property (includes surplus lines tax)	$372,462.93	$251,433.46	
Boiler & Machinery	$18,285.00	included	
Cyber (includes surplus lines tax)	$49,078.98	$49,078.98	
Excess Cyber Liability	N/A	N/A	
Pollution Liability (includes surplus lines tax)	$14,709.14	$15,173.67	
Claims Administration Fee	$8,352.00	$6,042.00	
Loss Control Fee	$1,200.00	$1,218.00	
Operating Expense	$7,077.40	$14,515.00	
Gallagher/RPA Administration Fee	$35,609.88	$36,678.00	
Total Fixed Costs	**$809,575.77**	**$659,732.16**	
Variable Costs:			
Corridor	$27,804.00	$32,947.00	
Loss Fund - Package	$436,787.00	$406,351.00	
actuarial debit/credit in [ ]	[15%]	[-10.85%]	
Total Program Contribution on a Maximum Cost Basis	**$1,274,166.77**	**$1,099,030.16**	**-13.75%**

Statistical Information	2025 Expiring	2026 Renewal	% Change
Total Insurable Values	$714,819,233	$725,109,280	1.44%
Students	8,895	9,000	1.18%
Vehicles	93	93	0.00%

DO NOT PAY

*** Invoices to follow. Please hold payment until invoices are received.**

A new P.O. Box is being set up due to changes in treasury services. The invoice will have the new P.O Box listed.

V.H. Workers' Compensation Insurance Renewal - Fiscal Year 2027

Board Meeting Date: 6/8/2026

Title: Workers' Compensation Insurance Renewal – Fiscal Year 2027

Type: Consent

Presenter(s): Mert Woodard – Director, Finance & Operations

Description: Ahead of the 2026 fiscal year the District elected to switch workers' compensation insurance carriers from Dakota Truck Underwriters by and through Risk Administration Services (RAS) to State Fund Mutual (SFM). The District worked with its agent of record to obtain rates for the 2027 fiscal year and the renewal proposed by SFM is for a gross *decrease* of 3.85% or $21,286, with premiums going from $520,750 to $500,694. The net rate proposed by SFM for fiscal year 2027 is $0.497, a slight decrease over the fiscal year 2026 net rate of $0.530. The net rate in fiscal year 2020 was $0.600.

Due to the highly competitive renewal quote and recent switch of carriers, the District declined to seek proposals from other carriers.

Recommendation: Authorize the Director of Finance & Operations to execute all agreements and take all actions necessary to implement the District's workers' compensation insurance coverage with SFM, effective July 1, 2026.

Desired Outcomes from the Board: Accept the administration's recommendation.

Attachments:

1. Workers' Compensation Renewal Executive Summary – Fiscal Year 2027



Edina Public Schools
ISD 273

Executive Summary
07/01/2026 – 07/01/2027

Nick Lano | Area Senior Vice President
Nick_Lano@ajg.com | 952.358.7579

5/15/2026

Gallagher

Insurance | Risk Management | Consulting

Overview

On behalf of the Gallagher Public Entity Team, we would like to thank Edina Public Schools for the continued opportunity to serve the District. This Executive Summary is a shorter version of our proposal and is intended to summarize the renewal and outline our **CORE**360™ approach for the district. The intent of our **CORE**360™ approach is to help you optimize your total cost of risk and thereby improving the district's profitability to better serve the community. We highlight each **CORE**360™ cost driver, beginning with Insurance Premiums and ending with Contractual Liability. Highlighting each cost driver will not only summarize the key accomplishments but also ensure that we are deliberate in driving value to each of your six cost drivers which represent your total cost of risk.

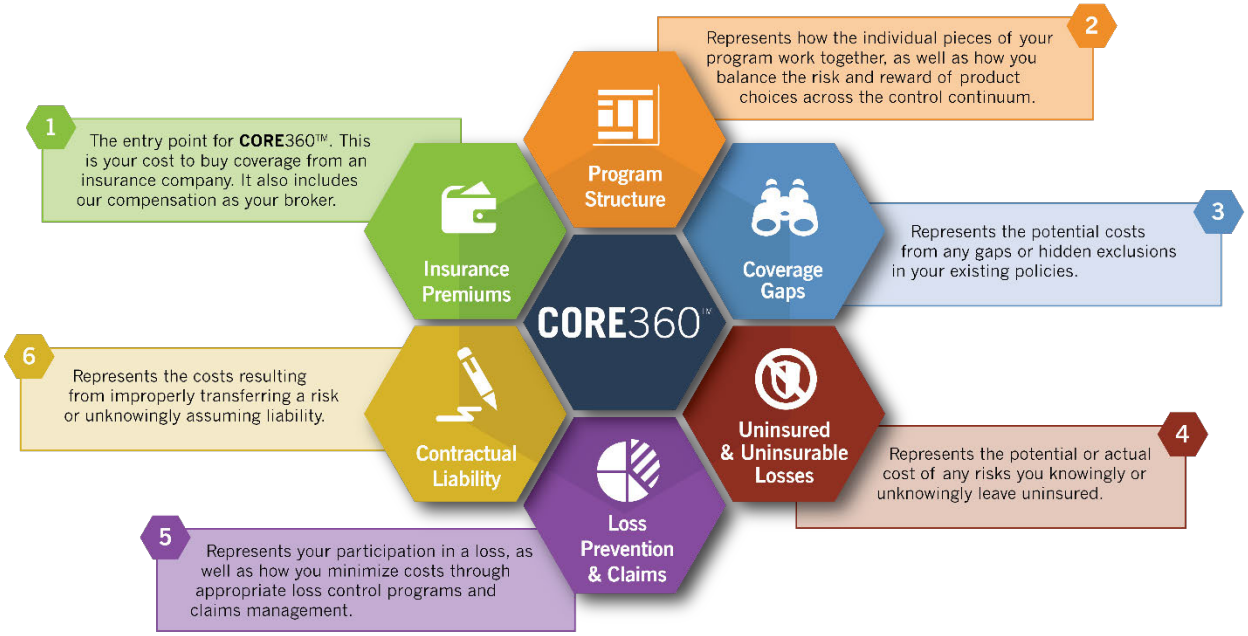
The Executive Summary also follows the decisions made and action items we discussed during our Strategic Review call on April 16th. During the discussion we established the following goals and objectives for 2026:

• Agreed to continue partnership with SFM at negotiated rate decrease.

• Continue to provide the greatest deliverable to ISD 273 – program stability and carrier partnership.

• Continue to provide extensive loss prevention services and claims advocacy to drive down the district's total cost of risk.

We believe we have delivered on these results and look forward to reviewing the Executive Summary in further detail. We know that you have a choice and we appreciate your business and continued support.



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2026 CORE360 Stewardship Scorecard

Your **CORE**360™ Stewardship Scorecard has been developed for you to get a quick snapshot of how we've impacted your total cost of risk over time, by monetizing the cost of risk changes by cost driver.

Insurance Premiums

- 2026 Premium decreased 6.7% while payroll increased 3.15%
- Experience Mod decreased from 1.06 to .89.
- 2026 Net Rate decreased 6.8% from $0.53 to $0.497.

Program Structure

- Total Payroll for the district increased 3.15% in 2026.
- Guaranteed Cost option provided by SFM in 2025
- Discussed 2-year retention program structure with SFM.

Coverage Gaps

- Our review revealed no actionable coverage gaps at this time.

Uninsured & Uninsurable Losses

- There have been no changes in our understanding of the district's uninsured or uninsurable risks since our last discussion.

Loss Prevention & Claims

- Coordinated RAS Loss Control
  - Ergonomic Evaluations
  - Reviewed Non-Critical Recommendations
  - Custodian Safety Training
- 2026 Experience Mod Analysis completed.

Contractual Liability

- Hidden risk transfers & unknown assumption of liability – Snow removal companies, General Contractors and Construction Managers (for example).

ISD 273

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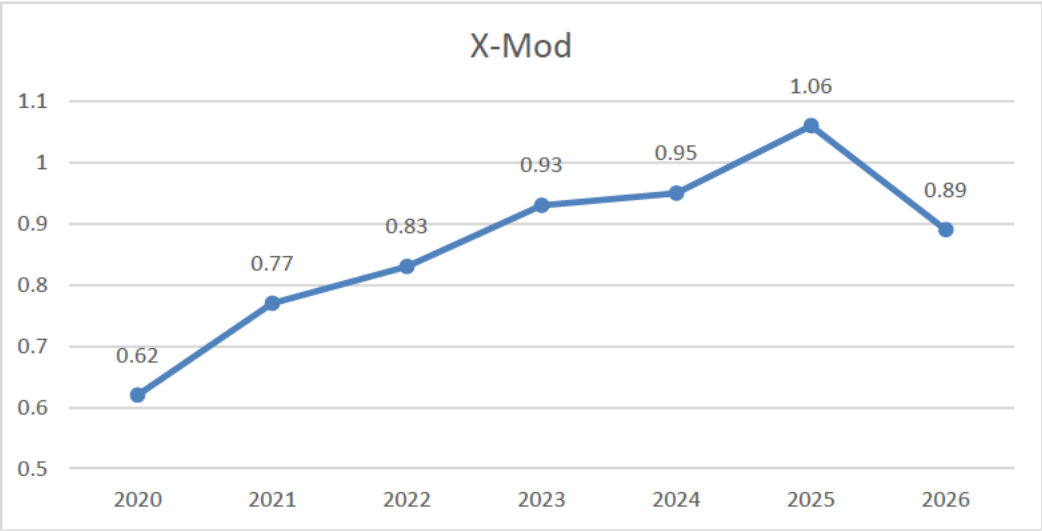
Historical Program Exposures

Historical Characteristics:

Class Code	Description	2020 – 2021 AUDITED	2021 – 2022 AUDITED	2022 – 2023 AUDITED	2023 – 2024 AUDITED	2024 – 2025 AUDITED	2025 – 2026 ESTIMATED	2026 – 2027 PROJECTED
7380	Chauffeurs & Helpers	$24,795	$24,704	$41,852	$58,235	$23,667	$46,474	$47,937
7382	Bus Co. All Other Employees	$1,345,763	$1,676,667	$2,034,831	$2,343,917	$2,575,382	$2,275,321	$2,346,945
8385	Bus Co. Garage Employees	$229,051	$230,979	$368,257	$558,430	$209,595	$797,046	$822,136
8868	College Professional Employee	$72,235,046	$77,070,867	$79,849,630	$84,635,203	$89,556,191	$90,401,785	$93,247,525
9101	College – All Other Employee	$3,523,256	$3,757,553	$3,737,279	$3,399,736	$3,049,497	$4,240,131	$4,373,605
Total		**$77,357,911**	**$82,760,770**	**$86,031,849**	**$90,995,521**	**$93,853,330**	**$97,760,757**	**$100,838,148**



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Gallagher

Workers' Compensation Claims Summary

HISTORICAL FOUR YEARS

WORKERS' COMPENSATION											
POLICY TERM	CARRIER NAME	IND / PD PAID	MED / BI PAID	EXPENSES PAID	TOTAL PAID	TOTAL RESERVES	TOTAL RECOVERIES	TOTAL INCURRED	# OF OPEN CLAIMS	# OF CLOSED CLAIMS	# OF CLAIMS
07/01/2021 to 07/01/2022	RAS	$46,136	$156,929	$15,816	$218,881	$0	$599	$218,282	0	70	70
07/01/2022 to 07/01/2023	RAS	$173,887	$211,115	$38,848	$331,692	$0	$0	$423,850	0	75	75
07/01/2023 to 07/01/2024	RAS	$26,258	$123,946	$10,605	$155,960	$43,628	$0	$204,436	2	84	86
07/01/2024 to 07/01/2025	RAS	$11,966	$56,690	$6,245	$15,806	$0	$0	$74,901	0	86	86
07/01/2025 to 07/01/2026	SFM	$6,768	$21,162	$148	$28,078	$82,697	$0	$110,773	13	27	40
TOTALS:		**$265,015**	**$569,842**	**$71,661**	**$905,519**	**$126,325**	**$599**	**$1,032,242**	**15**	**342**	**357**

- 2020 Total Claims - $213,093
- 2019 Total Claims - $394,804
- 2018 Total Claims - $134,620
- 2017 Total Claims - $73,908

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Workers' Compensation Claims Summary

LARGE LOSS HISTORY – CLAIMS OVER $25,000

POLICY TERM	LINE OF COVER	CLAIM / CASE #	LOSS DATE	CLAIMANT NAME	ACCIDENT DESCRIPTION / NARRATIVE	CLAIM STATUS	TOTAL PAID	TOTAL RESERVES	TOTAL RECOVERY	TOTAL DEDUCTIBLE	TOTAL INCURRED
WORKERS' COMPENSATION											
07/01/2021 to 07/01/2022	WORKERS' COMPENSATION	289259	07/30/2021	[redacted]		CLOSED	$39,754.39	$0.00	$0.00	$0.00	$39,754.39
	WORKERS' COMPENSATION	294808	09/30/2021			CLOSED	$97,786.30	$0.00	$0.00	$0.00	$97,786.30
	WORKERS' COMPENSATION	301241	12/10/2021			CLOSED	$37,750.93	$0.00	$0.00	$0.00	$37,750.93
Total for the Term 07/01/2021 to 07/01/2022							**$175,291.62**	**$0.00**	**$0.00**	**$0.00**	**$175,291.62**
07/01/2022 to 07/01/2023	WORKERS' COMPENSATION	330108	09/25/2022			CLOSED	$57,310.72	$0.00	$0.00	$0.00	$57,310.72
	WORKERS' COMPENSATION	333575	10/05/2022			CLOSED	$36,978.17	$0.00	$0.00	$0.00	$36,978.17
	WORKERS' COMPENSATION	340574	03/02/2023			CLOSED	$48,090.62	$0.00	$0.00	$0.00	$48,090.62
	WORKERS' COMPENSATION	345944	05/26/2023			CLOSED	$225,953.85	$0.00	$0.00	$0.00	$225,953.85
Total for the Term 07/01/2022 to 07/01/2023							**$368,333.36**	**$0.00**	**$0.00**	**$0.00**	**$368,333.36**
07/01/2023 to 07/01/2024	WORKERS' COMPENSATION	355461	11/29/2023			OPEN	$24,464.08	$41,927.50	$0.00	$0.00	$66,391.58
	WORKERS' COMPENSATION	359543	02/02/2024			CLOSED	$25,142.28	$0.00	$0.00	$0.00	$25,142.28
Total for the Term 07/01/2023 to 07/01/2024							**$49,606.36**	**$41,927.50**	**$0.00**	**$0.00**	**$91,533.86**
07/01/2024 to 07/01/2025	WORKERS' COMPENSATION	380450	02/04/2025			CLOSED	$38,425.64	$0.00	$0.00	$0.00	$38,425.64
Total for the Term 07/01/2024 to 07/01/2025							**$38,425.64**	**$0.00**	**$0.00**	**$0.00**	**$38,425.64**
07/01/2025 to 07/01/2026	WORKERS' COMPENSATION	916139	10/31/2025			OPEN	$8,868.00	$22,795.00	$0.00	$0.00	$31,663.00
	WORKERS' COMPENSATION	926615	02/18/2026			OPEN	$797.00	$27,853.00	$0.00	$0.00	$28,650.00
Total for the Term 07/01/2025 to 07/01/2026							**$9,665.00**	**$50,648.00**	**$0.00**	**$0.00**	**$60,313.00**
Total for All the Years							**$641,321.98**	**$92,575.50**	**$0.00**	**$0.00**	**$733,897.48**

ISD 273

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Gallagher

Workers' Compensation

EXPERIENCE MODIFCIATION VALIDATION

Mod Analysis for **Independent School District 273**

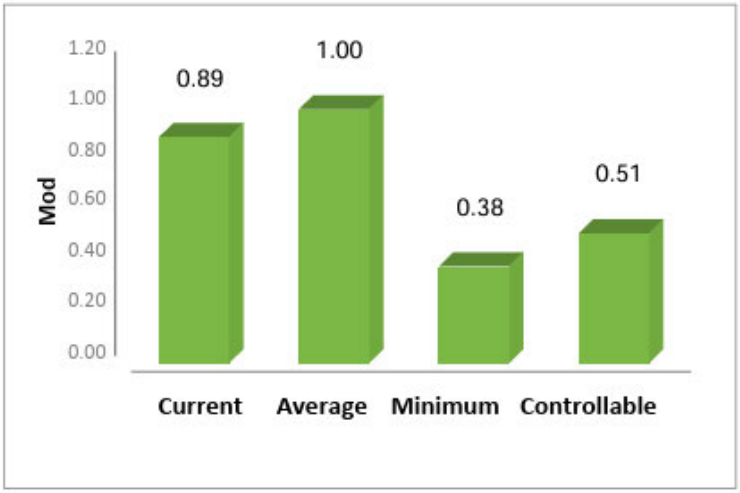
Mod Snapshot

Effective date: 7/1/2026

The Key Numbers

Total expected losses	$618,985
Total expected primary losses	$280,693
Total expected excess losses	$338,292
Total unlimited losses	$583,712
Total limited/adjusted losses	$500,828
Total actual primary losses	$237,239
Total actual excess losses	$263,589
Computed ballast value	55,380
Computed weighting value	0.40
Modification factor	**0.89**
ARAP factor	1.00

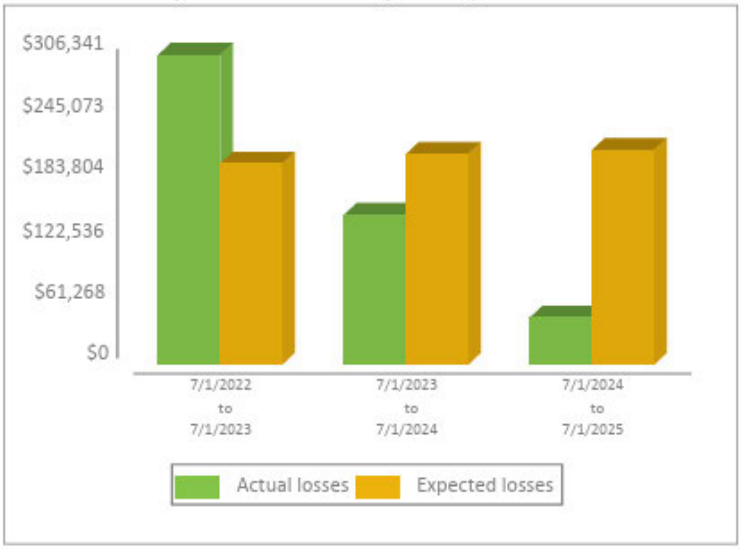
Mod Breakdown



Impact of Top Itemized Losses

State	Injury Date	Incurred Loss	Impact on Mod	Mod w/o Loss
MN	5/26/2023	$134,500	0.0962	0.7950
MN	9/25/2022	$56,722	0.0501	0.8411
MN	11/29/2023	$55,491	0.0494	0.8418
MN	3/2/2023	$47,092	0.0444	0.8468
MN	10/5/2022	$36,723	0.0382	0.8530
MN	2/4/2025	$35,540	0.0375	0.8537
MN	2/2/2024	$24,625	0.0311	0.8601
MN	1/24/2024	$20,234	0.0085	0.8827
MN	9/27/2023	$19,580	0.0281	0.8631
MN	2/20/2023	$19,295	0.0279	0.8633

Actual vs. Expected Losses by Policy Period



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2026 Strategic Review

RECAP OF EARLY RENEWAL RATE EXPECTATIONS AND RATE RESULTS

Coverage	Carrier	Rate Indication	*Rate Results*	Comments
Workers' Compensation	SFM	Initial renewal indication of $499,434 or 4% premium decrease after changes in payroll figures. New net rate of $0.495. • 2026 Payroll increase of 3%. • 2026 Experience Mod decreasing 16% - 1.06 to 0.89 • SFM underwriting to a 52% loss ratio.	Achieved goal of 6.8% premium decrease and net rate decrease of 6.8%. 2026 net rate is $0.497.	• 1 -year loss ratio - 50% • No change to program structure. • New partnership with SFM formed in 2025.

Pure Loss Rate

Independent School District 273 Edina

Based on the selected pure loss rate and the projected Payroll, here are the projected losses for the 7/1/2026 - 7/1/2027 period.

Computation of Projected Losses										
Selected Pure Loss Rate	X	Projected Payroll / $100	=	Projected Losses	➡	$ 0.27	X	$97,760,757 / $100	=	$ 263,954

- *2025 Loss Projection - $328,487*

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Renewal Premiums

2026 WORKERS' COMPENSATION RESULTS

	2025 Expiring	2026 Renewal
Carrier	**SFM**	**SFM**
Premium	$501,591	$484,556
Surcharges	$19,153	$16,138
Total Premium	**$520,750**	**$500,694**
Net Rate	$0.53	$0.497

Previous 2022 Marketing Results

- SFM – Declined due to loss history and not competitive at current rate structure.
- Employers – Declined, too large of a school account for them.
- United Heartland – Indicated above RAS renewal.

Notes:

- SFM option in 2025 underwritten to a 65% loss ratio (projected breakeven for the carrier).
- Maxed Scheduled Credit of 40% provided in 2021
- Scheduled Credit of 37% provided in 2022.
- Payrolls increased 7% in 2021 and 2.5% in 2022 and 3.6% in 2023.
- Expiring Premium in 2019 with SFM/Prior Broker - $476,151 ($0.60 net rate)
- 2025 RAS Renewal Option - $568,462

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Gallagher

Thank You for Your Business

On behalf of the Gallagher team, we would like to thank the district for the continued opportunity, partnership, support and confidence you have placed in us to handle the insurance program. We have enjoyed the partnership and look forward to continue earning the district's business year-over-year. We look forward to implementing the agreed upon renewal strategy in 2026 and thus reducing the district's total cost of risk. Thank you

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Gallagher

V.I. South View Middle School Cafeteria Serving Line
Replacement — Equipment
Contract Award

Edina Public Schools
DEFINING EXCELLENCE

Board Meeting Date: 6/8/2026

Title: South View Middle School Cafeteria Serving Line Replacement — Equipment Contract Award

Type: Consent

Presenter(s): Mert Woodard – Director, Finance & Operations

Description: The food service serving line equipment at South View Middle School is 25 to 30 years old and has become increasingly difficult to maintain because of obsolete components and the limited availability of replacement parts. The District issued a Request for Proposal (RFP) to replace the serving lines with a flexible, marketplace-style serving environment that improves student traffic flow, staff supervision, food merchandising, and long-term serviceability. The purchase would be funded from the district's Food Service Fund, whose fund balance is approaching the maximum reserve level permitted under United States Department of Agriculture (USDA) and Minnesota Department of Education (MDE) guidelines; the replacement and enhancement of food service equipment is an eligible use of these funds. C & T Design and Equipment Co., Inc. submitted a recommended proposal in the amount of $191,264.

Note: the administration recommends purchasing less than the full amount of equipment listed in the RFP response.

Recommendation: Motion to authorize the Director of Finance & Operations to execute all agreements necessary to purchase and install food service equipment from C & T Design and Equipment Co., Inc., for South View Middle School in the amount of $191,264.

Desired Outcomes from the Board: Approval via consent authorizing the purchase and installation of replacement food service serving line equipment for South View Middle School from C & T Design and Equipment Co., Inc., in the amount of $191,264, funded by the district's Food Service Fund.

Attachments:

1. C & T Design and Equipment Co., Inc. RFP Response (May 2026)
2. Food Service Equipment RFP Ad Proof

FORM 1: VENDOR EXPERIENCE AND REFERENCES

Name of Organization: C & T Design and Equipment Co., Inc.

Contact Information for Point Person: Daniel Sahm, 317-808-7416
dsahm@c-tdesign.com

In detail, answer the questions below. All value-added statements must be true and will be used during the contract if the Proposal is selected.

1. Describe your organization. Highlight your services

   C & T Design and Equipment Co., Inc. is a full-service foodservice equipment dealer with over 55 years experience, with local sales representatives that can provide sales, CAD design, consulting, project management and installation services for your schools.

2. What differentiates you and the products you are proposing from the competitors in the market?

   C & T Design and Equipment Co., Inc. is not just a Food Service Equipment Supplier. We also have in-house design and oversee the installation process, from ordering and storage of equipment to transit, installation, punchlist and employee training.

3. Please provide at least 3 Minnesota or Midwest school customers for references on similar projects.
   1. MSD Warren Township Schools, Quillean Redwine, FSD: 317-409-0296, gredwine@warren.k12.us
   2. Noblesville Community Schools, Erin Brattain, Facilities Director,, 317-773-3171 x10420, brattain@nobl.k12.in.us
   3. Center Grove Schools, Darrell Thompson, Facilities Director, 317-881-0515 x1028, thompsonjrd@centergrove.k12.in.us

4. What value-added services do you offer to your school customers?

   The products are being offered through a dealer/ factory partnership through the local IN Mfgr. Rep, along with a complete turnkey factory design team

5. Please describe your plan to be able to deliver on the described project timeline and scope.

   C & T Design and Equipment will work closely with the factory representatives, to expedite all ordering and releasing of submittals to obtain the best possible lead time on the specific project items.

FORM 2: PROJECT SCOPE AND TIMELINE

1. Please describe your plan to be able to deliver on the described project timeline and scope.

   C & T Design and Equipment will work closely with the factory representatives, to expedite all ordering and releasing of submittals to obtain the best possible lead time on the specific project items.

2. How do you plan to address product supply, logistics, and manufacturing issues to deliver and install the furniture and décor within the timeframe addressed in the RFP?

   Project manager will order, store and coordinate delivery within the stated timeframe.

Project Name	Item #	Model	Description	Manufacturer/Basis of Design	Manufacturer/Provided	Quantity	Unit Price	Extended Price
South View Middle School	1	HLS72	SERVING COUNTER HOT FOOD	Multiteria		1	$19,126	$19,126.00
South View Middle School	2	ULS66	SERVING COUNTER UTILITY	Multiteria		1	$9,115.00	$9,115.00
South View Middle School	3	CLS66	SERVING COUNTER COLD FOOD	Multiteria		1	$18,954.00	$18,954.00
South View Middle School	4	ULS96	SERVING COUNTER HOT FOOD	Traulsen		1	$27,295.00	$27,295.00
South View Middle School	5	ULS90	SERVING COUNTER HOT & COLD FOOD	Multiteria		1	$33,809.00	$33,809.00
South View Middle School	6	ULS36	SERVING COUNTER UTILITY	Multiteria		1	$6,311.00	$6,311.00
	7		SPARE					
South View Middle School	8	CLS66	SERVING COUNTER COLD FOOD	Multiteria		1	$23,427.00	$23,427.00
South View Middle School	9	CS30	Cash Register Stand	Multiteria		1	$7,009.00	$7,009.00
	10		SPARE					
South View Middle School	11	CLS66	SERVING COUNTER COLD FOOD	Multiteria		1	$28,100.00	$28,100.00
South View Middle School	12	CS36	Cash Register Stand	Traulsen		1	$12,096.00	$12,096.00
South View Middle School	13	FREIGHT	FACTORY DIRECT FREIGHT	Multiteria		1	$6,022.00	$6,022.00
South View Middle School	14	B37R	REFRIGERATED DISPLAY CASE SELF SERVE	Structural Concepts		3	$14,413.00	$43,239.00
South View Middle School	15	GR2SDS-36D	DISPLAY MERCHANDISER HEATED	Hatco		1	$5,684.00	$5,684.00
South View Middle School	16	FACTORY INSTALLATION	FACTORY INSTALLATION SERVICES	Multiteria		1	$10,592.00	$10,592.00
South View Middle School	17	REMOVAL/DISPOSAL	REMOVAL/DISPOSAL OF EXISTING SERVING LINES	BY KEC/DEALER		1	$2,000.00	$2,000.00
						PROJECT GRAND TOTALS	$223,953.00	$252,779.00

TOTAL FOR ALL WORK LISTED ABOVE	**$252,779.00**
COMPANY NAME & ADDRESS	**C&T Design and Equipment Co., Inc. 2750 Tobey Drive, Indianapolis, IN 46219**
PRINTED NAME OF BIDDING REP	**Daniel Sahm**
BIDDING DATE	**5/12/2026**
SIGNATURE OF BIDDING REP	

CONTRACT/PAYMENT TERMS *PLEASE DETAIL DEALER REQUIRED PAYMENT TERMS IF*	

FORM 4: ACKNOWLEDGEMENT

The undersigned hereby agrees that the Response to the RFP is a legal and binding offer and the undersigned, on behalf of its Firm, agrees to furnish and deliver the services in accordance with the terms, conditions and prices herein quoted.

Firm Name: C & T Design and Equipment Co., Inc.

Signed By (no electronic): 

Print Name: Colin Darcy

Title: Vice President

Date: 05/11/2026

Address: 2750 Tobey Drive
Indianapolis, IN 46219

Phone Number: 317-898-9602

E-mail: dsahm@c-tdesign.com

FORM 5: NON-COLLUSION AFFIDAVIT

STATE OF Indiana

Marion COUNTY

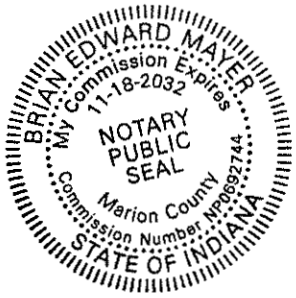
The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to another offer.

C & T Design and Equipment Co., Inc.
Offeror (Firm)

Signature of Offeror or Agent
Colin Darcy, Vice President

Subscribed and sworn to before me this 11th day of May, 2026

My Commission Expires: 11/18/2032



Notary Public Brian Edward Mayer

County of Residence Marion

Source: IC 5-22-16-6

FORM 6: HISTORICALLY, UNDERUTILIZED BUSINESS (HUB) CERTIFICATION

Proposing companies that have been certified as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. Please submit a copy of your HUB Certificate with this form, if applicable.

_____ I certify that my company has been certified as a Historically Underutilized Business (HUB) in the following categories: (Please check all that apply)

___Minority Owned Business

___Small Business

___Women Owned Business

__XX__ My company has NOT been certified as a Historically Underutilized Business (HUB)

C & T Design and Equipment Co., Inc.
Company Name

Signature of Authorized Company Official
Colin Darcy, Vice President

FORM 7: CERTIFICATION REGARDING DEBAREMENT, SUSPENSION, INELIGIBILITY AND VOLUNTERY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

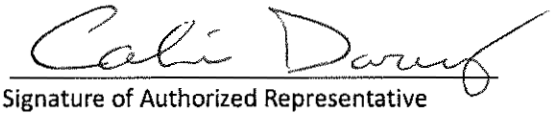
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name: C & T Design and Equipment Co., Inc.

Date: 05/11/2026

By: Colin Darcy, Vice President
Name and Title of Authorized Representative


Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available
remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is
not required to check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

FORM 8: CERTIFICATION REQUIRED FOR GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRARCTS EXCEEDING $100,000 IN FEDERAL FUNDS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying", in accordance with its instructions.

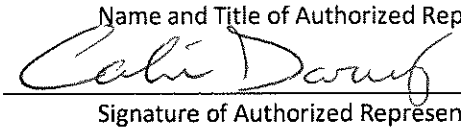
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Business Name: C & T Design and Equipment Co., Inc.

Date: 05/11/2026

By: Colin Darcy, Vice President

Name and Title of Authorized Representative



Signature of Authorized Representative

FORM 9: COMPLIANCE CERTIFICATION TO EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS EXCEEDING $100,000 IN FEDERAL FUNDS

I, Colin Darcy, VP the Proposer, in connection the RFP for produce distribution, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

COMPANY C & T Design and Equipment Co., Inc.

ADDRESS 2750 Tobey Drive

CITY, STATE, ZIP CODE Indianapolis, IN 46219

PHONE 317-898-9602

Colin Darcy 05/11/2026 Vice President

SIGNATURE DATE TITLE

Colin Darcy

PRINTED NAME OF ABOVE

C&T Design and Equipment Co.

A SYMBOL OF QUALITY AND CUSTOMER SATISFACTION

05/12/2026

Quote

To: Edina Public Schools
Mert Woodard
5701 Normandale Road
Edina, MN 55424

From: C & T Design - Indianapolis
Daniel Sahm
2750 Tobey Drive
Indianapolis, IN 46219
(317)898-9602
(317) 898-9602 (Contact)

Project: South View Middle School - Servery
RFP
4725 South View Lane
Edina, MN 55424

Item	Qty	Description	Sell	Sell Total
1	1	**SERVING COUNTER, HOT FOOD, ELECTRIC** Multiteria HLS72 Multiteria Essence Hot Food Counter HLS72, 72 L x 34 W x 34 H w/ Solid Surface Top Laminated Wood Panels with Standard Essence Corners Front Panel 1 Side Panel Standard Feet Polished Toe Kicks GRSBF-60-I drop-in heated shelf w/ flush top, 120V 66" FS Food Shield with Polished Finish, LED Lights, and Food Warmer 8" Extended Top Customer Side Tray Slide 8" Stainless Steel Flat Operator Side Tray Slide Provisions for bolting to adjacent counter Epoxy/glue with dispenser gun for counter top seaming, shipped loose, for installers to apply to counter top between counter sections after counters are set in place. (2) container and (1) gun for whole project Trim strip, shipped loose, with double sided tape on back for installers to apply to laminate panels between counter section after counters are set in place 1 CORD & PLUG Unit to be supplied with cord & plug 10'	$19,126.00	$19,126.00
		Extended Total:		**$19,126.00**

Item	Qty	Description	Sell	Sell Total
2	1	**SERVING COUNTER, UTILITY** Multiteria ULS66 Multiteria Essence Utility Counter 1 CORD & PLUG Unit to be supplied with cord & plug 10' ULS66, 66 L x 34 W x 34 H w/ Solid Surface Top Laminated Wood Panels with Standard Essence Corners Front Panel Standard Feet Polished Toe Kicks 8" Extended Top Customer Side Tray Slide Provisions for bolting to adjacent counters Grommet hole in counter top Elect recp in counter base w/ 8' cord set for counter top equipment Trim strip, shipped loose, with double sided tape on back for installers to apply to laminate panels between counter section after counters are set in place	$9,115.00	$9,115.00
			Extended Total:	**$9,115.00**
3	1	**SERVING COUNTER, COLD FOOD** Multiteria CLS36 Multiteria Essence Cold Food Counter 1 CORD & PLUG Unit to be supplied with cord & plug 10' CLS36, 36 L x 34 W x 34 H w/ Solid Surface Top Laminated Wood Panels with Standard Essence Corners Front Panel 1 Side Panel Standard Feet Polished Toe Kicks Operator Side Doors CWBP-2 drop-in 2 pan cold pan 36" FS Food Shield with Polished Finish and LED Lights 8" Extended Top Customer Side Tray Slide Provisions for bolting to adjacent counter (2) single pan risers for cold pan	$18,954.00	$18,954.00
			Extended Total:	**$18,954.00**
4	1	**SERVING COUNTER, HOT FOOD, ELECTRIC** Multiteria ULS96 Multiteria Essence Hot Food Counter 1 CORD & PLUG Unit to be supplied with cord & plug 10' ULS96, 114 L x 34 W x 34 H w/ Solid Surface Top	$27,295.00	$27,295.00

Item	Qty	Description	Sell	Sell Total
		Laminated Wood Panels with Standard Essence Corners Front Panel 1 Side Panel Standard Feet Polished Toe Kicks Operator Side Doors 4 well hot 72" FS Food Shield with Polished Finish and LED Lights 8" Extended Top Customer Side Tray Slide 8" Stainless Steel Flat Operator Side Tray Slide		
			Extended Total:	**$27,295.00**
5	1	**SERVING COUNTER, HOT & COLD** Multiteria ULS90 Multiteria Essence Hot & Cold Counter	$33,809.00	$33,809.00
	1	CORD & PLUG Unit to be supplied with cord & plug 10' ULS90, 90 L x 34 W x 34 H w/ Solid Surface Top Laminated Wood Panels with Standard Essence Corners Front Panel 1 Side Panel Standard Feet Polished Toe Kicks Operator Side Doors 3 well hot, 2 well cold 84" FS Food Shield with Polished Finish and LED Lights 8" Extended Top Customer Side Tray Slide 8" Stainless Steel Flat Operator Side Tray Slide Provisions for bolting to adjacent counter Trim strip, shipped loose, with double sided tape on back for installers to apply to laminate panels between counter section after counters are set in place		
			Extended Total:	**$33,809.00**
6	1	**SERVING COUNTER, UTILITY** Multiteria ULS36 Multiteria Essence Utility Counter	$6,311.00	$6,311.00
	1	CORD & PLUG Unit to be supplied with cord & plug 10' ULS36, 36 L x 34 W x 34 H w/ Solid Surface Top Laminated Wood Panels with Standard Essence Corners Front Panel Standard Feet Polished Toe Kicks		

Item	Qty	Description	Sell	Sell Total
		8" Extended Top Customer Side Tray Slide Provisions for bolting to adjacent counters Grommet hole in counter top Elect recp in counter base w/ 8' cord set for counter top equipment Trim strip, shipped loose, with double sided tape on back for installers to apply to laminate panels between counter section after counters are set in place		
			Extended Total:	**$6,311.00**
8	1	**SERVING COUNTER, COLD FOOD** Multiteria CLS66 Multiteria Essence Cold Food Counter 1 CORD & PLUG Unit to be supplied with cord & plug 10' CLS66, 66 L x 34 W x 34 H w/ Solid Surface Top Laminated Wood Panels with Standard Essence Corners Front Panel Standard Feet Polished Toe Kicks Operator Side Doors CWBP-4 drop-in 4 pan cold pan 66" FS Food Shield with Polished Finish and LED Lights 8" Extended Top Customer Side Tray Slide Provisions for bolting to adjacent counter Trim strip, shipped loose, with double sided tape on back for installers to apply to laminate panels between counter section after counters are set in place (4) single pan risers for cold pan	$23,427.00	$23,427.00
			Extended Total:	**$23,427.00**
9	1	**CASH REGISTER STAND** Multiteria CS30 Multiteria Essence Cashier Stand 1 CORD & PLUG Unit to be supplied with cord & plug 10' CS30, 36 L x 34 W x 34 H w/ Solid Surface Top Laminated Wood Panels with Standard Essence Corners Front Panel Standard Feet Polished Toe Kicks 8" Extended Top Customer Side Tray Slide Provisions for bolting to adjacent counter Grommet hole in counter top Locking cash drawer	$7,009.00	$7,009.00

Item	Qty	Description	Sell	Sell Total
			Extended Total:	**$7,009.00**
11	1	**SERVING COUNTER, COLD FOOD** Multiteria CLS66 Multiteria Essence Cold Food Counter 1 CORD & PLUG Unit to be supplied with cord & plug 10' CLS66, 66 L x 35 W x 34 H w/ Solid Surface Top Laminated Wood Panels with Standard Essence Corners Front Panel Back Panel Standard Feet Polished Toe Kicks Operator Side Doors CWBP-4 drop-in 4 pan cold pan 66" Island Food Shield with Polished Finish and LED Lights 8" Extended Top Customer Side Tray Slide 8" Extended Top Operator Side Tray Slide Provisions for bolting to adjacent counters Trim strip, shipped loose, with double sided tape on back for installers to apply to laminate panels between counter section after counters are set in place (4) single pan risers for cold pan Locks on doors	$28,100.00	$28,100.00
			Extended Total:	**$28,100.00**
12	1	**CASH REGISTER STAND** Multiteria CS36 Multiteria Essence Cashier Stand 1 CORD & PLUG Unit to be supplied with cord & plug 10' CS36, 60 L x 35 W x 34 H w/ Solid Surface Top Laminated Wood Panels with Standard Essence Corners Front Panel Standard Feet Polished Toe Kicks Operator Side Doors 8" Extended Top Customer Side Tray Slide 8" Extended Top Operator Side Tray Slide Provisions for bolting to adjacent counter Grommet hole in counter top Locking cash drawer	$12,096.00	$12,096.00
			Extended Total:	**$12,096.00**
13	1 ea	**FREIGHT**	$6,022.00	$6,022.00

Item	Qty	Description	Sell	Sell Total
		Multiteria FREIGHT ESTIMATED FREIGHT COSTS, shipping via dedicated carrier, uncrated, pad wrapped and delivered to ground. Allow 1-2 working days for shipment. This freight cost does not include crating costs. Please ensure access of tractor trailer to delivery site. Estimated freight is based on standard deliveries. Expedited freight and special requests may require additional fees. Due to fuel costs and trucking surcharges, estimated freight is subject to change		
			Extended Total:	**$6,022.00**
14	3 ea	**DISPLAY CASE, REFRIGERATED, SELF-SERVE**	$10,387.00	$31,161.00
		Structural Concepts B37R Oasis® Refrigerated Self-Service Case, 35-5/8"W x 34-1/4"D x 82-1/4"H, Warmest average product temperature of 40°F or less, LED top light, (4) metal shelves, Breeze with self-contained refrigeration, condensate pan, magnetic air filter, non-locking casters with levelers, end panels with mirrored stainless interior, black exterior, R290 Hydrocarbon refrigerant, cETLus, ETL-Sanitation		
	3 ea	NOTE: If GFCI is required, a GFCI breaker MUST be used in lieu of a GFCI receptacle		
	3 ea	Warranty: 1 year parts & labor warranty, 5 year compressor warranty, standard		
	3 ea	Exterior Color: Powder coated SCC Standard Silversan Black (FDA compliant)		
	3 ea	Interior Color: Powder coated SCC Standard Silversan Black (FDA compliant), standard		
	3 ea	Lower Front Panel Color: Powder coated SCC Standard Silversan Black (FDA compliant), standard		
	3 ea	Rear Exterior Color: Powder coated SCC Standard Silversan Black (FDA compliant), standard		
	3 ea	End Panel Left: Full with stainless steel mirror interior, standard		
	3 ea	End Panel Right: Full with stainless steel mirror interior, standard		
	3 ea	Cover/Curtain: Roll-down security cover, locking (Requires two end panels (full or cutaway) per case) (One cover/curtain type per model)	$1,715.00	$5,145.00
	3 ea	Price Tag Molding: Universal price tag molding (clear with open top)	$197.00	$591.00
	3 ea	Rear Doors: Rear loading hinged doors, locking (RH hinge)	$1,321.00	$3,963.00
	3 ea	Shelving: Metal shelves (4), lighted (LED 4000K)	$793.00	$2,379.00
	3 ea	Top Light: LED 4000K, standard		
	3 ea	Electrical Access: Bottom electrical access, standard		
	3 ea	Refrigeration: Breeze-E (Type II) self-contained refrigeration, 240V		
	3 ea	Electrical Connection: 6' NEMA 6-15P, 208-240v/60/1-ph straight blade power cord, standard		
	3 ea	Base support: Casters (non-locking) w/ levelers, standard		
	3 ea	Clean Sweep: None, standard		

Item	Qty	Description	Sell	Sell Total
	3 ea	Refrigerant: Hydrocarbon refrigerant (R290)		
	3 ea	Thermometer: Spirit filled thermometer, standard		
	3 ea	Heat Treated Crating: None, standard		
	3 ea	Vinyl Graphics: None, standard		
		Extended Total:		**$43,239.00**
15	1 ea	**DISPLAY MERCHANDISER, HEATED, FOR MULTI-PRODUCT** Hatco GR2SDS-36D Glo-Ray® Designer Slant Display Warmer, countertop, (2) shelves with (14) rods, adjustable thermostat, pre-focused infrared top heat, incandescent light, hardcoat aluminum base, tempered glass end panels, designer panels & corner caps, 4" legs, 2440 watts, cULus, UL EPH Classified, Made in USA	$5,138.00	$5,138.00
	1 ea	NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details		
	1 ea	NOTE: Includes 24/7 parts & service assistance, call 414-671-6350		
	1 ea	One year on-site parts & labor warranty, plus one additional year parts only warranty on all Glo-Ray metal sheathed elements		
	1 ea	120/208v/60/1-ph, 2440 watts, 10.2 amps, NEMA L14-20P (domestic voltage), standard		
	1 ea	BLACK Black, designer housing color (available at time of purchase only)	$302.00	$302.00
	1 ea	The color selected is considered custom & is NOT returnable		
	1 ea	STANDARDBLACK Black, designer inset panel color, standard (available at time of purchase only)		
	1 ea	BLACK Black, designer corner cap color (available at time of purchase only)		
	1 ea	GR2SD36BP 5" Sneeze guard on front upper shelf for 42-1/4" models (available at time of purchase only)	$122.00	$122.00
	1 ea	GR2SD36BP 5" Sneeze guard on front lower shelf for 42-1/4" models (available at time of purchase only)	$122.00	$122.00
		Extended Total:		**$5,684.00**
16	1 ea	**SERVICES: INSTALLATION / TRAINING SERVICES** Multiteria INSTALL Install by MULTITERIA FACTORY INSTALLER to Include: General Requirements Installer Shall be factory-employed installer and provide all of the below scope of work: • Work schedule, sequencing, and duration shall be coordinated with the project team. • Work is assumed to occur during standard business hours unless otherwise approved. • Installer shall verify field conditions prior to beginning work. • Any conflicts, discrepancies, or site limitations shall be reported	$10,592.00	$10,592.00

Item	Qty	Description	Sell	Sell Total

prior to installation.
• Confirm all power requirements and review with owner's electrician prior to releasing equipment.
• Coordinate with owner all color selections of serving lines.

Receiving, Inspection & Handling
Multiteria factory installers shall provide all labor and coordination necessary for the following:
• Receive all delivered equipment
• Inspect all items for freight damage at time of delivery
• Immediately report any damage to the awarded dealer
• Assume responsibility for any damage not documented at time of receipt
• Uncrate, unwrap, and dispose of all packaging materials
• Install all loose accessories and components provided with equipment

Serving Line Scope
Installer shall provide delivery, placement, and coordination for all serving line components:
• Receive, inspect, uncrate, and stage all serving line equipment
• Deliver and set all serving line components in place per plan
• Ensure all units are properly aligned.
• Level all counters.
• Bolt counters together.
• Assembly & Connection
• Mechanically link and secure all respective counters together per factory standards
• Ensure structural integrity and proper alignment across the full serving line
• Seam solid-surface counter-tops with matching compound provided by factory.
• Perform field seams of countertops to create a continuous finished surface
• Ensure seams meet manufacturer finish standards and are visually consistent
• Ensure hose bibs are connected and in place for drain to bucket operation.
• Install all factory accessories and dispose of any packaging material.
• Clean lines to make ready for use including glass sneeze guards.
• Install Toe kicks on serving lines.
• Ensure all lights in sneeze guards are operational and working properly.
• Set 1 Total item 15 Hatco sandwich slide in place per plan and plug into building provided power to counter.
• Install all accessories to include 2- 5" sneeze guards on units and

Item	Qty	Description	Sell	Sell Total
		make ready for use. • Set 3 Total Item #14 Structural Concepts Air Screens in place per plan • Remove all packing material. • Level and remove any of the shelf plastic shipping wedges. Equipment Testing • Test all equipment to ensure proper operation once plugged into owner-provided power. • Notify owner of any issues and/or call for warranty service where/if needed. • Provide training manuals (digital) on all items to owner. • Coordinate factory training. • Provide all warranty information to owner.		
			Extended Total:	**$10,592.00**
17	1 ea	**SERVICES: INSTALLATION / TRAINING SERVICES** BY DEALER/KEC REMOVAL/DISPOSAL Install by KEC to Include: Installation Scope of work by KEC to include: 1. Removal and Disposal of Existing Equipment to include: a. All existing serving lines b. Any additional equipment identified and marked by the customer for removal c. Note: Owner reserves the right to retain any equipment at their discretion. Items designated to remain shall not be removed or disturbed. d. Items to Remain: i. Pass-Thrus 1. 3 Total ii. Dasani Coolers iii. All cooking equipment under hood iv. Turbo Air air-screen v. Beverage Air Freezer vi. Cook Rite Mobile Heated Cabinet vii. True Undercounter refrigerators (2 Total) viii. Mobile Chip Racks	$2,000.00	$2,000.00
			Extended Total:	**$2,000.00**
			Subtotal	$252,779.00
			Total	$252,779.00

Prices Good Until: 06/12/2026

Please note that all prices provided are influenced by prevailing tariff rates and are subject to change.

C&T Design and Equipment imposes a 3% surcharge on credit card transactions, which is not greater than our cost of acceptance. We do not surcharge debit cards.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $252,779.00

Ad Proof
Not Actual Size

EAST CENTRAL MINNESOTA

-Public Notice Ad Proof-

This is the proof of your ad scheduled to run on the dates indicated below. Please proof read carefully. If changes are needed, please contact us prior to deadline at
Cambridge (763) 691-6000 or email at publicnotice@apgecm.com

Date: 04/20/26

Account #: 412496
Customer: SCHOOL DIST #273 - LEGALS

Address: 5701 NORMANDALE RD
EDINA

Telephone: (952) 848-3900
Fax: (952) 848-3901

Ad ID: 1531907
Copy LIne: Serving Line & Sport Equipment

PO Number:
Start: 04/30/26
Stop: 05/07/2026
Total Cost: $191.24
# of Lines: 32
Total Depth: 3.7
# of Inserts: 2
Ad Class: 160
Phone # (763) 691-6000
Email: publicnotice@apgecm.com
Rep No: SE700

Publications:
SC Edina

Not Actual Size

EDINA PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT #273
5701 NORMANDALE ROAD
EDINA, MINNESOTA 55424

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that Edina Public Schools is issuing requests for proposals (RFP) to obtain proposals for the purchase and installation of serving lines and support equipment at South View Middle School.

Contact **Mert Woodard** at mert.woodard@edinaschools.org for a copy of the RFP.

Proposals will be due on May 13, at 2pm. For equipment RFP paperwork please request via email to:

Mert Woodard
CFP/Director of Finance & Operations
5701 Normandale Rd.
Edina, MN 55424
mert.woodard@edinaschools.org

Proposals must be in accordance with the stated requirements. Late Proposals shall not be accepted. Edina Public Schools reserves the right to accept, reject, or table any RFP Response, and the right to waive any irregularities or errors in such responses at any time without penalty.

Published in the Sun Current
April 30, May 7, 2026
1531907

Ad: 1

$191.24

EDINA PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT #273
5701 NORMANDALE ROAD
EDINA, MINNESOTA 55424

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Published in the Sun Current
April 30, May 7, 2026
1531907

V.J. New EHS Club Proposal - Asian American Pacific Islander Student Union (AAPISU)

Board Meeting Date: June 8, 2026

Title: New EHS Club Proposal: Asian American Pacific Islander Student Union (AAPISU)

Type: Consent

Presenter(s): Troy Stein, EHS Assistant Principal/Activities Director

Description: The purpose of this club is to create a supportive and inclusive community for students of Asian heritage and their allies. There is no fee to join the group.

Recommendation: Approve the AAPISU club as an EHS Activity for the 2026-27 school year.

Desired Outcomes from the Board: Consent for adding the AAPISU Club for the 2026-27 school year.

Attachments:

- New Club/Activity Proposal Form

V.K. EHS Club Expansion - First Tech Challenge (FTC)

Board Meeting Date: June 8, 2026

Title: EHS Club Expansion: First Tech Challenge (FTC)

Type: Consent

Presenter(s): Troy Stein, EHS Assistant Principal/Activities Director

Description: The Edina High School Student Activities Advisory Committee (SAAC) approved the inclusion of 6th graders into the FTC program. This would make FTC a 6-12 program.

Recommendation: Approve the expansion of FTC.

Desired Outcomes from the Board: Consent for expanding FTC for the 2026-27 school year.

Attachments:

- New Club/Activity Proposal Form

V.L. Minnesota Japanese School Room Rental Agreement

Board Meeting Date: 6/8/2026

Title: Minnesota Japanese School Room Rental Agreement

Type: Consent

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

Description: The Minnesota Japanese School (MNJS) would like to rent space for the 2026-27 school year. This is a room rental agreement that combines segments of our Facilities Use Policy with standard lease language.

Recommendation: Administration recommends approval of this agreement.

Desired Outcomes from the Board: Room Rental Agreement with MNJS

Attachment(s):

1. Room Rental agreement for 2026-27 (next page)

ROOM RENTAL AGREEMENT

This Room Rental Agreement ("Agreement") and Addendum is entered into by and between Independent School District No. 273, Edina Public Schools ("District"), a political subdivision of the State of Minnesota, and the Minnesota Japanese School ("MNJS"). The District and MNJS are collectively referred to as "the parties."

WHEREAS, the Parties wish to enter into this Room Rental Agreement to formalize and clarify the relationship between the Parties, and to ensure that MNJS may use District facilities, when available, for the provision of its services to the community.

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

1. Term of Agreement. The term of this Agreement will begin on September 5, 2026 and will automatically end on July 24, 2027. Either party may terminate this Agreement, for any reason, without penalty or charge, by giving 30-day advance written notice to the other party, provided that the District or MNJS may terminate this Agreement on a shorter but reasonable advanced written notice pursuant to this Agreement. This Agreement will not automatically renew. If both Parties consent, the Parties may enter into negotiations for future rentals or alternative rental agreements. Should any of the rental charges were prepaid by MNJS before the actual use of the Premises and the Agreement is terminated for any reason, the District will return any of the prepaid rental charges to MNJS upon termination of this Agreement.

2. Reservation of Space. The District's Community Education Department, as part of its role to oversee facilities management will reserve classrooms, recreation spaces, gym, cafeteria and storage space, ("Premises") for up to six (6) hours each Saturday that MNJS is in session, up to a maximum of 37 sessions. MNJS understands that, pursuant to District policy, District sponsored or related activities have first priority for all rooms and space within the District, meaning that some dates that may been requested by MNJS may not be available for MNJS programming. The District will endeavor to provide as much advance notice as possible when it will not be able to provide the full Premises on a specific MNJS programming day.

3. Rental Charges. MNJS will pay the District a total of $ 36,823.33 during the term of this Agreement for rental and maintenance expenses. This amount will be invoiced in 12 monthly installments by the District beginning in August and due September 1, 2026, and such invoices must be fully paid by MNJS within 30 days of their receipt. Attached to this Agreement as Exhibit A is a breakdown of the spaces and hours to be used during this Agreement.

4. **Alterations and Additions.** MNJS may not make any alterations or additions to the Premises without obtaining prior written permission from the District. Upon termination of this Agreement, the District may elect to keep any alterations or additions or to require MNJS to remove the alterations and additions and restore the Property to its current condition.

5. **Repair and Return to Current Condition.** After each use of the Premises outlined in this Agreement, MNJS must clear the space and return the Premises to the condition they were in when MNJS arrived that day, except for any reasonable wear and tear associated with normal use of the Premises.

6. **Additional Space and Charges.** Additional space or rooms needed for special events, such as teacher training, field days, and graduation, should be reserved through the District Facilities Scheduler and will be subject to additional charges pursuant to District Policies regarding room rentals. Additional rooms needed for the MNJS regular school day may be reserved at a rate consistent with that used to calculate the annual rental charges. The terms of this Agreement shall apply equally to all uses of District property by MNJS though such room rentals.

7. **Compliance with Policy 902.** In making use of the Premises outlined in this Agreement, MNJS must comply with all requirements and elements of School Board Policy 902, except to the extent any provisions of Policy 902 conflict with this Agreement, and except that any fundraising activities for the benefit of MNJS shall be permitted on the Premises with prior written approval from the District.

8. **Indemnification and Insurance.**

A. **Indemnification.** MNJS hereby agrees to defend, indemnify, and otherwise hold harmless the District, its board members, employees, agents, attorneys, and representatives against any and all claims, demands, actions, administrative proceedings, causes of action, and liability, of any nature arising out of or relating to the Agreement, provisions of MNJS services, or MNJS's use of the Premises. The District shall have the right to choose its own legal counsel and seek reimbursement from MNJS for the cost of defending itself in any legal action or administrative proceeding arising out of or related to this Agreement. Under no circumstance will the District be liable for any damage to any personal property on the Premises if the damage arises out of or relates to MNJS's use of the Premises.

B. **Insurance.** At its own expense, MNJS must furnish public liability insurance issued by a responsible insurer indemnifying the District against any claims for personal injury, property damage, and all other forms of liability arising out of or related to MNJS's use or occupancy, or both, of the Premises. The policy must name the District as an additional insured, and the insurer must agree to waive the defense of governmental immunity in the event a claim is made against the District. MNJS must provide proof of insurance prior to the first scheduled use. The insurance must provide coverage of at least $50,000 per person, $500,000 per accident and $50,000 property damage. The insurance policies and the companies writing them are subject to approval by the District. The insurance policy, or an addendum to the policy, must provide that it may not be modified or cancelled without thirty (30) days written notice to the District before the effective date of cancelation. MNJS must not take any action, or allow any employee, agent, or

representative to take any action, which will in any way impair or invalidate any insurance policy that the District maintains on the Premises.

9. **Waiver of Liability.** MNJS hereby waives and releases any claims, liabilities, and causes of action against the District, its employees, agents, representatives, and insurers for damage to or destruction of any personal property of MNJS or its staff, volunteers, or students, that is on the Premises, regardless of whether the property is owned by MNJS or by others, and regardless of whether the damage is caused by an event that is covered by insurance.

10. **Force Majeure.** The District shall not be liable for damages due to any non-performance resulting from circumstances or causes beyond its reasonable control, including without limitation, electrical interruption lasting more than eight (8) business hours, fire or other casualty, act of God, war or other violence including terrorist acts, or any law, order or requirement of any governmental agency or authority. If the District is unable to provide space due to the reasons above, the District or MNJS reserves the right to terminate this Agreement, except that should any of the rental charges were prepaid by MNJS before the actual use of the Premises, the District will return any of the prepaid rental charges to MNJS upon termination of this Agreement pursuant to this Section 10.

11. **Notices**. Any notice given under this Agreement is sufficient if it is in writing, legible, and delivered to the other party by hand, courier, facsimile, registered mail, certified mail, or regular mail at the address listed below for the party. Delivery is effective upon mailing.

The District:	**MNJS:**
Anne Marie Leland	_____
Director of Community Education	_____
and Strategic Partnerships	_____
5701 Normandale Road	_____
Edina, MN 55424	

12. **Nature of the Relationship.** The Parties enter this Agreement as independent contractors. Nothing in this Agreement may be construed to create a partnership, joint venture, or joint enterprise between the District and MNJS. The Parties have no power under this Agreement to take any action that could legally bind the other. The Parties are not entering into an employment agreement or an employee-employer relationship. This Agreement is between the District and MNJS, and not between either Party and any employee.

13. Sole Responsibility for Programming. MNJS will retain sole responsibility for the programming that it offers, and the District shall have no role in the advertisement, registration, or provision of learning experiences for those who enroll in MNJS. Employees hired by MNJS are solely the employees of MNJS, and are not District employees.

14. Teachers. MNJS will be solely responsible for hiring and paying any staff members who provide services as a part of its programming, and none of these individuals shall be considered to be an employee of the District. MNJS agrees that all staff and volunteers that provide services on the Premises must have a successful criminal background check completed and on file with MNJS.

15. Assignment. This Agreement may not be assigned, in whole or in part, by either Party without the written consent of the other Party.

16. Choice of Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement.

17. Severability. If any provision of this Agreement is held unenforceable by a court of law, the remaining portions of the Agreement shall remain in full force and effect.

18. **Waiver and Equal Drafting.** Waiver by either party of any term or condition of this Agreement will not constitute a waiver of any other term or condition of this Agreement. If either party asserts that a provision of this Agreement is ambiguous, the Agreement must be construed to have been drafted equally by the parties.

19. **Entire Agreement.** The terms stated in this Agreement represent the entire agreement of the parties. Except as expressly stated in this Agreement, no party has relied on any statement, promise, inducement, or representation of the other. This Agreement supersedes any and all prior statements and agreements between the parties relating to the subject matter of this Agreement. No changes to this Agreement will be valid unless both parties agree to the change in writing. A copy of this Agreement will have the same legal effect as the original.

20. **Subject to School Board Approval.** The parties understand and agree that this Agreement will not be effective or binding upon the District until approved by the School Board.

By signing below, each party acknowledges that it understands and agrees to the terms set forth in this Agreement and that it has the authority to enter into this Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 273

_____ _____
School Board Chair Date

_____ _____
School Board Clerk Date

MINNESOTA JAPANESE SCHOOL

_____ _____
NAME Date
Title: _____

V.M. Minnesota International Chinese School Room
Rental Agreement

Board Meeting Date: 6/8/2026

Title: Minnesota International Chinese School Room Rental Agreement

Type: Consent

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

Description: The Minnesota International Chinese School (MICS) and Edina Public Schools have partnered together for over 10 years. In 2018, we agreed to a room rental agreement with MICS. This is a renewal of the agreement that combines segments of our Facilities Use Policy with standard lease language.

Recommendation: Administration recommends approval of this agreement.

Desired Outcomes from the Board: Room Rental Agreement with MICS

Attachment(s):

1. Room Rental agreement for 2026-27 (next page)

ROOM RENTAL AGREEMENT

This Room Rental Agreement ("Agreement") and Addendum is entered into by and between Independent School District No. 273, Edina Public Schools ("District"), a political subdivision of the State of Minnesota, and the Minnesota International Chinese School ("MICS"). The District and MICS are collectively referred to as "the parties."

WHEREAS, MICS seeks to provide high quality Chinese learning experiences for the Edina community, and has provided that service in previous years through an informal partnership with the District; and

WHEREAS, the District appreciates the efforts of MICS and wishes for these experiences to continue to be offered to the Edina community; and

WHEREAS, the Parties wish to enter into this Room Rental Agreement to formalize and clarify the relationship between the Parties, and to ensure that MICS may continue to use District facilities, when available, for the provision of its services to the community.

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

1. Term of Agreement. The term of this Agreement will begin on August 29, 2026 and will automatically end on May 22, 2027. Either party may terminate this Agreement at any time, for any reason, without penalty or charge, by giving written notice to the other party. This Agreement will not automatically renew. If both Parties consent, the Parties may enter into negotiations for future rentals or alternative rental agreements

2. Reservation of Space. The District's Community Education Department, as part of its role to oversee facilities management will reserve classrooms, recreation spaces, and a storage space, ("Premises") for up to 5 hours each Saturday that MICS is in session, up to a maximum of 31 sessions. MICS understands that, pursuant to District policy, District sponsored or related activities have first priority for all rooms and space within the District, meaning that some dates that may been requested by MICS may not be available for MICS programming. The District will endeavor to provide as much advance notice as possible when it will not be able to provide the full Premises on a specific MICS programming day.

3. Rental Charges. MICS will pay the District a total of $11,802.75 during the term of this Agreement for rental and maintenance expenses. This amount will be invoiced in 9 monthly installments by the District, and such invoices must be fully paid by MICS within 30 days of their receipt. Attached to this Agreement as Exhibit A is a breakdown of the spaces and hours to be used during this Agreement.

4. **Alterations and Additions.** MICS may not make any alterations or additions to the Premises without obtaining prior written permission from the District. Upon termination of this

Agreement, the District may elect to keep any alterations or additions or to require MICS to remove the alterations and additions and restore the Property to its current condition.

5. **Repair and Return to Current Condition.** After each use of the Premises outlined in this Agreement, MICS must clear the space and return the Premises to the condition they were in when MICS arrived that day.

6. **Additional Space and Charges.** Additional space or rooms needed for special events, such as teacher training, field days, and graduation, should be reserved through the District Facilities Scheduler and will be subject to additional charges pursuant to District Policies regarding room rentals. The terms of this Agreement shall apply equally to all uses of District property by MICS though such room rentals.

7. **Compliance with Policy 902.** In making use of the Premises outlined in this Agreement, MICS must comply with all requirements and elements of School Board Policy 902, except to the extent any provisions of Policy 902 conflict with this Agreement.

8. **Indemnification and Insurance.**

A. **Indemnification.** MICS hereby agrees to defend, indemnify, and otherwise hold harmless the District, its board members, employees, agents, attorneys, and representatives against any and all claims, demands, actions, administrative proceedings, causes of action, and liability, of any nature arising out of or relating to the Agreement, provisions of MICS services, or MICS's use of the Premises. The District shall have the right to choose its own legal counsel and seek reimbursement from MICS for the cost of defending itself in any legal action or administrative proceeding arising out of or related to this Agreement. Under no circumstance will the District be liable for any damage to any personal property on the Premises if the damage arises out of or relates to MICS's use of the Premises.

B. **Insurance.** At its own expense, MICS must furnish public liability insurance issued by a responsible insurer indemnifying the District against any claims for personal injury, property damage, and all other forms of liability arising out of or related to MICS's use or occupancy, or both, of the Premises. The policy must name the District as an additional insured, and the insurer must agree to waive the defense of governmental immunity in the event a claim is made against the District. MICS must provide proof of insurance prior to the first scheduled use. The insurance must provide coverage of at least $50,000 per person, $500,000 per accident and $50,000 property damage. The insurance policies and the companies writing them are subject to approval by the District. The insurance policy, or an addendum to the policy, must provide that it may not be modified or cancelled without thirty (30) days written notice to the District before the effective date of cancelation. MICS must not take any action, or allow any employee, agent, or representative to take any action, which will in any way impair or invalidate any insurance policy that the District maintains on the Premises.

9. **Waiver of Liability.** MICS hereby waives and releases any claims, liabilities, and causes of action against the District, its employees, agents, representatives, and insurers for damage to or destruction of any personal property of MICS or its staff, volunteers, or students, that is on the Premises, regardless of whether the property is owned by MICS or by others, and regardless of whether the damage is caused by an event that is covered by insurance.

10. **Force Majeure.** The District shall not be liable for damages due to any non-performance resulting from circumstances or causes beyond its reasonable control, including without limitation, electrical interruption lasting more than eight (8) business hours, fire or other casualty, act of God, war or other violence including terrorist acts, or any law, order or requirement of any governmental agency or authority. If the District is unable to provide space due to the reasons above, the District reserves the right to terminate this Agreement.

11. **Notices**. Any notice given under this Agreement is sufficient if it is in writing, legible, and delivered to the other party by hand, courier, facsimile, registered mail, certified mail, or regular mail at the address listed below for the party. Delivery is effective upon mailing.

The District:
Anne Marie Leland
Director of Community Education
and Strategic Partnerships
5701 Normandale Road
Edina, MN 55424

MICS:
Zhiguo Ge
Acting Principal, MICS
P.O. Box 390423
Edina, MN 55439

12. **Nature of the Relationship.** The Parties enter this Agreement as independent contractors. Nothing in this Agreement may be construed to create a partnership, joint venture, or joint enterprise between the District and MICS. The Parties have no power under this Agreement to take any action that could legally bind the other. The Parties are not entering into an employment agreement or an employee-employer relationship. This Agreement is between the District and MICS, and not between either Party and any employee.

13. Sole Responsibility for Programming. MICS will retain sole responsibility for the programming that it offers, and the District shall have no role in the advertisement, registration, or provision of learning experiences for those who enroll in MICS. Employees hired by MICS are solely the employees of MICS, and are not District employees.

14. Teachers. MICS will be solely responsible for hiring and paying any staff members who provide services as a part of its programming, and none of these individuals shall be considered to be an employee of the District. MICS agrees that all staff and volunteers that provide services on the Premises must have a successful criminal background check completed and on file with MICS.

15. Assignment. This Agreement may not be assigned, in whole or in part, by either Party without the written consent of the other Party.

16. Choice of Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement.

17. Severability. If any provision of this Agreement is held unenforceable by a court of law, the remaining portions of the Agreement shall remain in full force and effect.

18. **Waiver and Equal Drafting.** Waiver by either party of any term or condition of this Agreement will not constitute a waiver of any other term or condition of this Agreement. If either party asserts that a provision of this Agreement is ambiguous, the Agreement must be construed to have been drafted equally by the parties.

19. **Entire Agreement.** The terms stated in this Agreement represent the entire agreement of the parties. Except as expressly stated in this Agreement, no party has relied on any statement, promise, inducement, or representation of the other. This Agreement supersedes any and all prior statements and agreements between the parties relating to the subject matter of this Agreement. No changes to this Agreement will be valid unless both parties agree to the change in writing. A copy of this Agreement will have the same legal effect as the original.

20. **Subject to School Board Approval.** The parties understand and agree that this Agreement will not be effective or binding upon the District until approved by the School Board.

By signing below, each party acknowledges that it understands and agrees to the terms set forth in this Agreement and that it has the authority to enter into this Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 273

_____ _____
School Board Chair Date

_____ _____
School Board Clerk Date

MINNESOTA INTERNATIONAL CHINESE SCHOOL

_____ _____
NAME Date
Title: _____

V.N. Quality Compensation Annual Report 2025-2026

Board Meeting Date: June 8, 2026

Title: Quality Compensation Annual Report 2025-2026

Type: Consent

Presenter(s): Jody De St. Hubert, Director of Teaching and Learning and Libby Sandvick, Teacher Evaluation Program Facilitator

Background: During the 2025-2026 school year, the Teacher Evaluation and Quality Compensation Program was brought to the School Board as part of a biennial reauthorization process for consent. The Edina School Board approved the 2026-2028 Memorandum of Understanding on April 13, 2026.

The report included here, is an annual report on the Quality Compensation (Q Comp) element of Edina's Teacher Evaluation and Quality Compensation program. Per Minnesota Statutes, §122A.414, subd. 3(a) the Q Comp Annual Report must be submitted to the school board by June 15 of each year and include findings and recommendations for the program.

Recommendations: The Teaching and Learning department is presenting the report to the school board for approval.

Desired Outcomes from the Board: Consent to approve the Quality Compensation Annual Report for the 2025-2026 school year.

Appendices:

A. Teacher Evaluation Committee Members
Teacher Evaluation MOU Reauthorization Committee Members
Peer Coach Team

Alternative Compensation Annual Report 2025-2026

Background:

Quality Compensation law (Q Comp) was created by Tim Pawlenty and enacted through a bipartisan agreement in the Minnesota Legislature in July 2005. It is a voluntary program that allows local districts and exclusive representatives of the teachers to design a plan that meets the four components of the law. The four components under Q Comp include Career Ladder/Advancement Options, Job-embedded Professional Development, Teacher Evaluation, and Performance Pay and Alternative Salary Schedule." (Q Comp/Alternative Teacher Professional Pay System)

Edina Public Schools is concluding its 18th year of Quality Compensation, locally known as Alternative Compensation (Alt Comp). This program serves 692 educators, including 101 probationary and 579 non-probationary teachers. All salaried, Title 1, and ECFE teachers (defined as a teacher in Minn. Stat. §179A.03, Subd. 18, of PELRA and the Agreement between the District and EM/E) are required to participate in the Alt Comp program, unless specifically noted otherwise. We currently have six Peer Coaches who work with the district's non-probationary teachers to fulfill program requirements. Administrators (both district- and site-level) work with probationary teachers.

The program is funded through both state aid and a board-approved levy. We receive $260/student ($169/student in state aid and $91/ in board-approved levy). These funds directly support the Peer Coach model and provide teachers with performance incentives of up to $1721 for completing program requirements: observations, student learning goal creation and implementation, and site goals based on standardized assessments.

The Alt Comp program remains a cornerstone of Edina Public Schools' commitment to collective efficacy and high-quality instruction. The program fosters a culture of reflection and directly contributes to the District's Mission and Vision.

Per Minnesota Statutes, §122A.414, subd. 3(a) the Q Comp Annual Report must be submitted to the school board by June 15 of each year and include findings and recommendations for the program.

General Program Impact and Recommendations

1. **What overall impact on instruction have the Edina Public Schools seen as a result of implementing the Q Comp program?** Q Comp continues to provide opportunities for professional development through teacher/Peer Coach interactions in alignment with Edina Public Schools Strategic Plan, Strategy D.1 & D.2. Our Q Comp plan continues to drive alignment between district, site and individual teacher goals. As a result of Q Comp, teachers are less isolated in individual classrooms. Teachers welcome others into their classroom to see their instruction and share their successes and areas of growth building toward collective efficacy. Teachers are also aware of the ways in which their classroom instruction aligns with the District's Mission and Vision. District focus areas such as Literacy and Culturally Proficient School Systems are also supported by the program and peer coach interactions with teachers. As in past years, a program survey was sent to teachers in April. When teachers were asked, "My participation in the Teacher Evaluation Program supported my growth as a teacher this year," 94.7% of respondents answered 'agree' or 'strongly agree' (n=361). As one teacher noted in the Spring 2026 survey: "I cannot share enough how incredible [My Peer Coach] has been to my teaching practice this year. They have been great at listening, coaching and just validating what I do in the classroom while offering the ideal amount of feedback to enhance the experience for me and my students. They know how to ask those hard questions.."

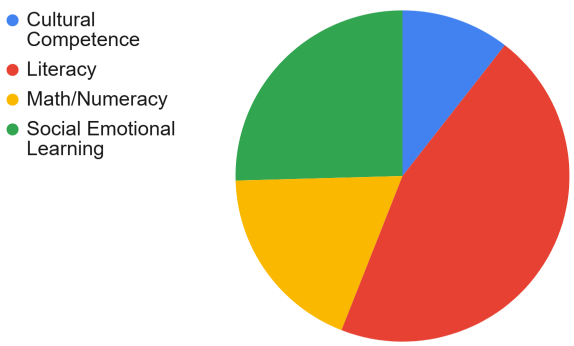
The program also provides consistent and sustained time to reflect on and grow their practice. It is our belief that meaningful change and deep learning comes from purposeful reflection with a trained peer coach. The Spring 2026 survey included the question "My peer coach helps me reflect about my work and supports my growth as a professional." Of the 361 respondents, 96.4% either 'agreed' or 'strongly agreed' with the statement. All of our peer coaches are trained in Cognitive Coaching and use this model when conferencing with teachers. Cognitive Coaching is a research-based, structured approach designed to enhance a teacher's cognitive processes, self-directedness, and professional growth. It centers on building trust and rapport to foster self-analysis, moving away from telling toward asking to improve decision-making and instructional practices. Peer Coaches use specific 'Planning' and 'Reflecting' maps to facilitate teacher growth. This is not just an observation; it is a structured dialogue that moves teachers from isolation toward collective efficacy. During pre- or

post-observation conferences, teachers also have an opportunity to add comments to their student learning goal progress checks, demonstrating their reflective thinking focused on their goal. The summative conference allows for an in-depth conversation between the teacher and the peer coach/administrator to reflect on the work done during the previous year and to think ahead to the next year's goals.

2. What overall impact on student achievement have the Edina Public Schools seen as a result of implementing the Q Comp program? We continue to develop a culture of collaboration with increased dialogue focused on the impact of high quality instruction on student achievement in alignment with Edina Public Schools Strategic Plan, Strategy A.1. The program is responsive to teacher needs and promotes the reflection on and implementation of best practices that connect to student achievement. We will continue work on incorporating district staff development expectations into the teacher evaluation rubric descriptors. When asked, in the Spring 2026 survey, "My participation in the Teacher Evaluation program supported my efforts to positively impact students' engagement participation and achievement this year", 96.4% of respondents selected strongly agree or agree (n=361). As one teacher noted in the survey, "My peer coach expected growth from me that would carry over and positively affect students...the discussions were thoughtful and provided new perspectives and reflection for me."

The Peer Coach team has the opportunity to observe teachers across the district. As such, they are in a unique position to see district initiatives in action and hear from teachers they impact. As a team, we are able to gather information and identify trends. When appropriate, this information is shared with site- and/or district-level administrators. Additionally, the team is able to disseminate information to teachers, especially when aligned with teachers' observation and student learning goals.

Our Q Comp program requires alignment between district, site and individual teacher goals. The alignment is further strengthened by the Professional Learning Community (PLC) work in the district. Many teachers chose to align their student learning goal with their PLC goal. The Peer Coaches monitor the progress of a teacher's student learning goal during the year. The student learning goals prioritize the collection and analysis of data. Peer Coaches guide conversations on using student data to drive instruction. We are able to see the various ways students are growing and learning. For the 2025-2026 school year, on the student learning goal submission form, teachers self-reported that their goal is aligned with the following areas (could select more than one):



3. How will we continually improve the overall effectiveness of the program?

We continue to refine our practice in alignment with Edina Public Schools, Strategy D.4. This year, all of our Peer Coaches participated in the four Culturally Proficient School Systems (CPSS) Modules presented across the district. As a team we are continuing to find ways to integrate the framework into coaching conversations with teachers. During our team's monthly professional learning, we incorporated coaching scenarios that provided opportunities to use coaching strategies and our bank of questions that align the CPSS Toolkit and evaluation descriptors. The team references this question bank prior to meeting with teachers to select questions that are appropriate for the observation event's focus. This work was evidenced in the Spring 2026 program survey, when answering the question "My Peer Coach/Principal supports my efforts to plan and reflect on my instruction/delivery of service through a lens of cultural proficiency," 97.5% selected 'agree' or 'strongly agree' (n=361).

During the 2025-26 school year, the program's Memorandum of Understanding was reviewed and reauthorized. Every two years the Teacher Evaluation/Alternative Compensation Memorandum Of Understanding must be reauthorized by both Edina Public Schools and the Education Minnesota Edina. According to the MOU (22.B), *"The intent of both the District and EM/E is to review and re-approve the MOU and teacher evaluation program in two-year increments. Such renewal shall occur no later than May 1 in the spring preceding the expiration of the agreement."*

The MOU Reauthorization Committee (one district- and two EM/E-appointed members) reviewed stakeholder data, budget projections and current practice. The School Board and EM/E Governance Board approved the proposed changes in April and March respectively. For the program, the large impact changes are minimal, but include:

- Site Goal Incentives: incentive payout date, assessment data, traveling teachers, teachers assigned to non public sites
- Update to the Probationary Teacher Yearly Descriptors (descriptor subsets)
- Aligning Student Learning Goals and CPSS
- Cleaning up language to better reflect best practice and address concerns raised over the period of the 2024-2026 MOU (e.g. long term sub participation,

deadlines, performance assistance, duties of Teacher Evaluation Committee, etc.).

Following the successful completion of their second and final three-year term, three of our Peer Coaches will return to the classroom this fall, making way for three new educators to join the team. To ensure a seamless transition, each of our three returning coaches will mentor a new coach, providing the guidance and institutional knowledge necessary for their new roles. Moving forward, the team will continue to refine its expertise through targeted book studies and collaboration with metro-area peers. The Peer Coach team remains committed to supporting our teachers' professional growth to ensure student success.

The Teacher Evaluation Committee will continue to provide program oversight. Peer Coaches will continue to refine a resource bank of quality coaching questions associated with each descriptor and student learning goal component, and integrate the CPSS Toolkit into program elements. Next year, the Peer Coaches will join Principals and Administrators professional learning focused on inter-rater reliability training and utilize our CPSS training to inform evaluation work during the 2026-27 school year.

Appendix A

Teacher Evaluation Committee Members
Jody De St. Hubert (Director of Teaching and Learning)
Libby Sandvick (Teacher Evaluation Program and Professional Development Facilitator)
Cari Boedigheimer (Concord Grade 2)
Leigh Ann Feily (Continuous Improvement Specialist)
Chris Holden (Normandale Principal)
Kim Isley (Assistant Director of Early Learning)
Michael Pretasky (EHS Assistant Principal)
Erica Wattson (Highlands Talent Development)

Teacher Evaluation MOU Reauthorization Committee Members
Jody De St. Hubert (Director of Teaching and Learning)
Jason Dockter (EM/E President)
Libby Sandvick (Teacher Evaluation Program and Professional Development Facilitator)

Peer Coach Team
Angela Hruby
Bethany Mohs

Jon Moore
Tim Ronhovde
Rolland Talan
Cathy Williams

VI. **Discussion**

VI.A.	Draft student handbooks for 2026-2027	**Speaker(s):** Nate Swenson, Assistant Superintendent

Board Meeting Date: 6/8/26

Title: Draft student handbooks for 2026-2027

Type: Discussion

Presenter(s): Nate Swenson, Assistant Superintendent

Description: This item brings forward draft student handbooks for the 2026-2027 school year for Board discussion. Four level-specific handbooks have been developed for elementary, middle school, Edina High School, and the Edina Virtual Pathway. These draft handbooks would replace the district's current Rights and Responsibilities Handbook with documents tailored to each level of student experience. The drafts are being shared at this stage to invite Board reflection and feedback before being finalized.

Recommendation: This item has been prepared for board discussion.

Desired Outcome(s) from the Board: Please bring forth questions and reflections you have on the draft handbooks as initial input into the development process.

Attachment(s):

- Draft Elementary Student Handbook
- Draft Middle School Student Handbook
- Draft Edina High School Student Handbook
- Draft Edina Virtual Pathway Student Handbook

VI.B. Policy Review (*410, 539, 618, 629, 902*) **Speaker(s):** Policy Committee

Board Meeting Date: 6/8/2026

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 410 Family Medical Leaves
- Policy 539 Internships and Shadowing
- Policy 618 Assessment, Grading and Reporting of Student Progress
- Policy 629 Student Fundraising
- Policy 902 Use of School District Facilities and Equipment

Recommendation: Review the suggested modifications for Policies 410, 539, 618, 629, 902.

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

Attachments:

1. Policy 410 Family Medical Leaves
2. Policy 539 Internships and Shadowing
3. Policy 618 Assessment, Grading and Reporting of Student Progress
4. Policy 629 Student Fundraising
5. Policy 902 Use of School District Facilities and Equipment

[**Policy 410 is fully restated.]

Edina Public Schools
DEFINING EXCELLENCE

Policy 410

Personnel

~~Family and Medical Leaves~~

~~I. Purpose~~

~~This policy provides guidance regarding family and medical leaves of absence for school district employees in accordance with state and federal law, master agreements, guidebooks, and district policy.~~

~~II. General Statement of Policy~~

~~The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the Family and Medical Leave Act of 1993 ("FMLA") and consistent with pregnancy and parenting leave under state law.~~

~~III. Definitions~~

~~For purposes of this policy, the definitions included in this section apply.~~

~~A. For the purposes of the FMLA, an "eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has worked at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.~~

~~B. A "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.~~

~~IV. Leave Entitlements~~

~~A. Twelve Workweeks Leave under the FMLA (federal law)~~

~~1. Eligible employees are entitled to a total of 12 workweeks of unpaid family and medical leave during the applicable 12-month period as defined below. Leave may be taken for one or more of the following reasons in accordance with applicable law:~~

~~a. birth of the employee's child and to care for such child;~~

~~b. placement of an adopted or foster child with the employee;~~

~~c. to care for the employee's spouse, child, or parent with a serious health condition;~~

d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or

e. any qualifying exigency arising from the employee's spouse, child, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.

2. Spouses: In general, eligible spouses who are both employed by the school district are limited to an aggregate of 12 workweeks of leave during any 12-month period for the birth, care of or adoption of a child; the placement of a child for foster care; or to care for a parent with a serious health condition. Eligible spouses who both work for the district are also limited to a combined total of 26 workweeks of leave in a single 12-month period to care for a covered servicemember with a serious injury or illness.

3. Intermittent Leave: Depending on the type of leave, intermittent or reduced schedule leave may be granted at the discretion of the district or when medically necessary.

4. Serious Health Condition: If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification.

5. Health Insurance: During the period of designated FMLA leave, the district will provide health insurance under its group health plan under the same conditions that coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after FMLA leave may be required to reimburse the district for the cost of health insurance premiums paid by the district.

6. Paid Leave: The district may request or require the employee to substitute accrued paid leave for any part of the 12-workweek period. Employees may be allowed to substitute paid leave for unpaid leave.

7. Special Rules for Instructional Employees: An instructional employee who requests continuous leave near the end of a school term may be required to extend the leave through the end of the term. If an instructional employee begins leave for any purpose more than five weeks before the end of a term and it is likely the leave will last at least three weeks, the district may require that the leave be continued until the end of the term if the employee would otherwise return during the last three weeks of the term. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a term, the district may require that the leave be continued until the end of the term if the leave will last more than two weeks or if the employee's return from leave would occur

~~during the last two weeks of the term. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the term and the leave will last more than five working days, the district may require the employee to continue taking leave until the end of the term. The district will continue to fulfill the district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.~~

~~B. Twelve Workweeks Leave under Minnesota Pregnancy and Parenting Leave (state law)~~

~~1. An employee who does not qualify for parenting leave under the FMLA leave provisions may qualify for a 12-week unpaid leave, which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to an employee for their prenatal care or incapacity due to pregnancy, childbirth, or related health conditions.~~

~~2. Health Insurance: The district will continue to make insurance coverage available to the employee while on leave. The employee is responsible to pay the full cost of any insurance while on a leave of absence.~~

~~CB.Twenty-Six Workweeks Leave for Military Caregiver Leave under the FMLA~~

~~1. An eligible employee who is the spouse, child, parent, or next of kin of a covered service member is entitled to a total of 26 workweeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph is only available during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.~~

~~2. During a single 12-month period, an employee will be entitled to a combined total of 26 work weeks of leave under sections IV.A and IV.C above.~~

~~V. Dissemination of Policy~~

~~A poster summarizing the major provisions of the FMLA will be conspicuously posted in each district building in areas accessible to employees and on the job posting section of the district website to provide notice to applicants for employment.~~

Family and Medical Leave

I. Purpose

This policy provides for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA).

II. General Statement of Policy

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA.

III. Definitions

A. "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 United States Code, section 101(a)(13)(B).

B. "Covered servicemember" means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

C. "Eligible employee" means an employee who has been employed by the school district for a total of at least twelve (12) months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling their Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation will be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations.

While the twelve (12) months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee's fulfillment of their USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the district's intention to rehire the employee after the break in service.

D. “Military caregiver leave” means leave taken to care for a covered servicemember with a serious injury or illness.

E. “Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as their nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members will be considered the covered servicemember’s next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual will be deemed to be the covered servicemember’s only next of kin.

F. “Outpatient status” means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:

1. a military medical treatment facility as an outpatient; or

2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.

G. “Qualifying exigency” means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven (7) calendar days or less) of a covered military member;

2. to attend military events and related activities of a covered military member;

3. to address issues related to childcare and school activities of a covered military member’s child;

4. to address financial and legal arrangements for a covered military member;

5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or their child;

6. to spend up to fifteen (15) calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;

7. to attend post-deployment activities related to a covered military member;

8. to address care needs of a covered military member’s parent who is

incapable of self-care; and

9. to address other events related to a covered military member that both the employee and the district agree is a qualifying exigency.

H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential medical care facility; or

2. continuing treatment by a health care provider.

I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

J. "Veteran" has the meaning given in 38 United States Code, section 101.

IV. Leave Entitlement

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of twelve (12) work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one (1) or more of the following reasons in accordance with applicable law:

a. birth of the employee's child and to care for such child;

b. placement of an adopted or foster child with the employee;

c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;

d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or

e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.

2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.

3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.

4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.

5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:

    a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

    b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five (5) years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

        (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

        (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of fifty (50) percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

        (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

        (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the

Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

6. Eligible spouses employed by the district are limited to an aggregate of twelve (12) weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the district does not apply to leave taken: by one (1) spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Subparagraph IV.A.1.e. above.

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted at the discretion of the district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within fifteen (15) days from the date of the request or as soon as practicable under the circumstances.

9. If the district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the district's expense. If the opinions of the first and second health care providers differ, the district may require certification from a third health care provider at the district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.

10. Requests for leave will be made to the district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Subparagraph IV.A.1.e. above, and such leave is foreseeable, the employee will provide reasonable and practical notice to the district of the need for leave. For all other leaves, employees must give thirty (30) days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the district, subject to and in coordination with the health care provider.

11. The district may require that a request for leave under Subparagraph IV.A.1.e. above be supported by a copy of the covered military member's

active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.

12. During the period of a leave permitted under this policy, the district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the district for the cost of the health plan premiums paid by it.

13. The district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent will be responsible to develop directives and guidelines as necessary to implement this policy. The district will comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twenty-Six-Week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember will be entitled to a total of twenty-six (26) work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph will be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.

2. During a single 12-month period, an employee will be entitled to a combined total of twenty-six (26) work weeks of leave under Paragraphs IV.A. and IV.C. above.

3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends twelve (12) months after that date.

4. Eligible spouses employed by the district are limited to an aggregate of

twenty-six (26) weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.

5. The district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within fifteen (15) days from the date of the request or as soon as practicable under the circumstances.

7. The provisions of Subparagraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above will apply to leaves under this section.

V. Special Rules for Instructional Employees

A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.

B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than twenty (20) percent of the workdays in the leave period may be required to:

1. take leave for the entire period or periods of the planned medical treatment; or

2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.

C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.

1. If an instructional employee begins leave for any purpose more than five (5) weeks before the end of a semester and it is likely the leave will last at least three (3) weeks, the school district may require that the leave be continued until the end of the semester.

2. If the instructional employee begins leave for a purpose other than the

employee's own serious health condition during the last five (5) weeks of a semester, the district may require that the leave be continued until the end of the semester if the leave will last more than two (2) weeks or if the employee's return from leave would occur during the last two (2) weeks of the semester.

3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three (3) weeks of the semester and the leave will last more than five (5) working days, the district may require the employee to continue taking leave until the end of the semester.

4. If the district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work will be charged against the employee's FMLA leave entitlement. Any additional leave required by the district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the district will maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

VI. Other

A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) will be followed.

VII. Dissemination of Policy

A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint will be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.

Legal References:
10 U.S.C. § 101 et seq. (Armed Forces General Military Law)
29 U.S.C. § 2601 et seq. (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)
~~Minn. Stat. §§ 181.940-181.944 (Parenting Leave and Accommodations)~~

Policy
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restated: __/__/26

INDEPENDENT SCHOOL DISTRICT NO. 273
Edina, Minnesota

[**Policy 539 Rescinded]

~~Policy 539~~

~~Students~~

~~Internships and Shadowing~~

~~I. Purpose~~

~~This policy provides for safe and successful internships and shadowing opportunities which advance student learning.~~

~~II. General Statement of Policy~~

~~The school district values and supports internships and shadowing that allow students to learn while exploring careers and workplace opportunities. Internships and shadowing are unpaid partnerships between the district and a business or government agency and may be initiated by the district, business or government agency, or student. The experience will be coordinated by the high school principal or their designee, and will be approved jointly by the high school principal and the superintendent or his/her designee. Internship and shadowing opportunities will only be made available to high school students.~~

~~III. Definitions~~ [~~Re-ordered to alphabetize. Any changes are marked~~]

~~A. Internship "Business or government agency partner" ("Partner") means the entity with whom training occurs for a particular occupation, or simulates all aspects and elements of a work experience.~~

~~B. Shadowing "Insurance coverage" means insurance benefits for work injuries and occupational diseases sustained during or as a result of the internship or shadowing.~~

~~C. Business or Government Agency Partner. An "internship" means activities that involve actual work experience and connect classroom learning to workplace learning. An internship is a form of experiential learning that integrates knowledge and theory learned in the classroom with practical application and skills development in a professional setting. Internships give students the opportunity to gain valuable applied experience and make connections in professional fields they are considering for career paths, and give employers the opportunity to guide and evaluate talent.~~

~~D. Student Records "Internship/Shadowing Proposal" means a request for a possible internship/shadowing designed and developed by a partner or student, to be considered for approval by the district.~~

E. Insurance Coverage The "learning plan" defines the outcomes of an internship/shadowing, including identifiable course credit, educational competencies, and the goals and objectives of a student's experience. The learning plan is agreed upon between the school, the student, and the partner.

A learning plan needs to be developed for each participating student, and will include the responsibilities of the work-site mentor (as applicable), the student, and the district. It will identify what each party will contribute to and receive from the experience. Individual teachers may develop standards or rubrics for student assessment. A system will be developed for student accountability (e.g., signing out from school and signing in at a worksite).

F. Internship/Shadowing Proposal "Shadowing" means activities that involve students accompanying professionals in their work environment with the purpose of connecting learning with gained insight into the roles and functions of the work. Shadowing gives students the opportunity to gain valuable applied experience and make connections in professional fields they are considering for career paths, while giving employers the opportunity to guide and develop talent.

G. Learning Plan "Student records" means the educational records which relate to the student and are maintained by the school district or by a party acting for the district.

IV. Procedures

A. Approved Internships/Shadowing

Internship or shadowing opportunities are posted internally when available through a specific class. For students creating their own internship opportunities during May term, they should utilize the application found online.

B. Internship/Shadowing Proposal

An internship/shadowing proposal must be developed for any internship/ shadowing experience not designed by, or previously approved by, the school district. The high school administration will make the proposal form available to students and potential partners. The high school principal or designee must approve the proposal before a learning plan is developed.

C. Internship/Shadowing Learning Plan

The learning plan is jointly approved by the student, the partner, and the district or site. The student, with support – as requested – by staff, will author the plan. The high school principal or designee will approve the learning plan on behalf of the district. A learning plan must be approved by the district prior to beginning the experience.

1. The learning plan will include:

a. Alignment with the school's course offerings and educational competencies;

b. The goals and objectives of the experience;

c. The desired skills and knowledge transferable to the work force and/or future learning; and

d. The staff member who will coordinate the experience.

2. The high school principal or designee will complete the district's component of the learning plan. This component will include assured compliance with all district policies and curricular requirements; specifically, the requirements for on-site supervision, and the Minnesota Department of Education's requirements for student class time.

D. Partnership Agreement

1. The partner and the district will enter into an agreement for the specific internship/shadowing described in the learning plan. The high school principal or designee will approve the agreement on behalf of the district.

2. The partnership agreement will include:

a. Direction to the student by a worksite professional with expertise in the field of experience;

b. A commitment to routine feedback between the workplace supervisor and designated district staff member coordinating the experience;

c. Worksite training necessary for the student to have a safe and successful experience;

d. The completion of necessary background checks for worksite supervisors, as per district policy;

e. For internship experiences only, the successful completion of an on-site visit by the coordinating staff member, prior to the internship's beginning;

f. The structure of the student's internship/shadowing schedule, as it relates to the regular school day, after school hours, or during school breaks.

g. The extent and length of the internship/shadowing.

h. Identification of the qualified staff who will coordinate and monitor the internship/shadowing.

i. Include A review period of partnership agreement. Review period should not exceed two years.

E. Awarded Credit

~~Prior to the internship, the amount of credit to be awarded to students for an internship/ shadowing will be determined by the district according to the district's course credit requirements.~~

~~F. District Policy Compliance~~

~~All partners will be required to follow district policies including, but not limited to:~~

1. ~~Policy 103, Equal Education Opportunity~~
2. ~~Policy 413, Harassment and Violence Prohibition, Students and Employees~~
3. ~~Policy 515, Protection and Privacy of Student Records~~
4. ~~Policy 911, Volunteers in the Schools~~

~~G. Student Insurance~~

~~The district will not provide any student insurance coverages specific to internship/ shadowing experiences.~~

~~H. Background Checks for Worksite Mentors~~

1. ~~The district requires all partners to comply with district policies related to background checks for volunteers. In particular, individuals at the business or government agency who supervise or work directly with students will be required to complete a background check. This background check could be conducted through the employer.~~

2. ~~For those who have not participated in a background check through their employer, they should follow the district's volunteer background policy (Policy 911 Volunteers in the Schools). Appendix I of Policy 911 provides the cost and process for conducting a background check on volunteers. The cost of the volunteer background check is responsibility of the individual.~~

~~I. Transportation~~

~~The district will not provide transportation to or from internships/shadowing. When requested, the district's program coordinator will provide assistance in arranging transportation for students participating in an internship/shadowing. The student's parent/guardian will approve in writing the arrangements for the student travel to and from the internship/shadowing.~~

~~J. Release~~

~~The student's parent/guardian will sign a voluntary waiver releasing the district from any and all liability for personal injury, death, or property loss arising out of, or relating to, the student's participation in the internship/shadowing off school property.~~

~~K. Program Development~~

- The high school principal and Director of Teaching and Learning will coordinate program development of internships and shadowing. Program development will include creation of:

    - Internship/Shadowing Handbook for Students, Staff, and Business or Government Agency Partners
    - Professional Staff Criteria
    - Roles and Expectations
    - Training Requirements
    - Curriculum Requirements
    - Eligibility and Application Process
    - Internship/Shadowing Proposal
    - Student Learning Plans and Agreements
    - Student Product Design and Development
    - Internship/Shadowing Assessments
    - Coordinator's job description and duties (see Appendix I)
    - Forms

Cross Reference:
Policy 103, Equal Education Opportunity
Policy 413, Harassment and Violence Prohibition, Students and Employees
Policy 515, Protection and Privacy of Student Records
Policy 911, Volunteers in the Schools

Policy INDEPENDENT SCHOOL DISTRICT 273
adopted: 2/27/17 Edina, Minnesota
reviewed: 3/23/20

APPENDIX I to Policy 539

Internships and Shadowing

Role of Teacher/Coordinator (to be determined by administration)

As supervisor of the program, the teacher or coordinator generally will:

- Provide information about the program to students, parents/guardians, and employers.
- Keep the school and community informed regarding all aspects of the program.
- Set up an advisory council to promote internships/shadowing and to involve parents/guardians and business leaders in the design and implementation of the program.
- Identify potential internship/shadowing sites, contact persons, and hosts.
- Visit training sites to meet personnel, observe the work performed at the worksite, and confirm appropriate safety practices, training, and background checks.
- Provide orientation for parents/guardians and students.
- Select dates for internship/shadowing experiences.
- Guide students in researching background on the company/industry.
- Develop appropriate forms — such as Parent/Guardian Consent Forms and Student/Teacher Consent Forms, and Internship/Shadowing Proposal Forms — in conformity with school policies.
- Work with students in the selection of their placements, considering student interests, host and student personalities, and other factors.
- Develop a learning plan/agreement in consultation with the student and employer.
- Orient work-site personnel to district policies, procedures, and guidelines.
- Teach students appropriate dress and behavior skills.
- Help coordinate transportation arrangements when requested.
- Observe students at their sites.
- Stay in contact with employers.
- Integrate the student's work-site learning with school-based learning through seminar/class instruction.
- Provide recognition and appreciation for business/industry and school personnel involved in the program.

[Policy reviewed solely for clarification revision of Appendix I, Section II.D.]

Edina Public Schools
DEFINING EXCELLENCE

Policy 618

Education Programs

Assessment, Grading, and Reporting of Student Progress

I. Purpose

The purpose of this policy is to provide a structure and framework for grading student learning in the school district.

II. General Statement of Policy

A. The purpose of grading includes:

- Communicating the academic achievement of students to parents/guardians and others
- Providing information that students can use as feedback on their work and levels of learning
- Providing motivation to learn
- Providing information that teachers will use to modify planning and instruction
- Evaluating the effectiveness of instructional programs and classroom instruction

B. Grading should reflect student performance, relative to the standards of the course, as measured by several forms of assessment.

C. Grades reflect a student's level of achievement relative to the standards of the course and aligned with the grading scale.

D. Student understanding of scoring criteria is a hallmark of quality standards-based instruction and grading.

E. Course or subject objectives are aligned with school district curriculum standards. Grading practices will be based on assessment of students against a standard for learning.

F. The grading system at the high school will involve weighted and unweighted grades and values. This grading system is designed to provide more effective, responsive, and flexible postsecondary college and university planning for students.

G. Teachers and other professional staff will not use grading procedures that are open to widely divergent interpretations within and across subjects, courses, and/or grade levels.

III. Definitions

For purposes of this policy, the definitions included in this section apply.

A. “Academic Standards” means state or nationally-prescribed grade and course benchmarks in a content area.

B. “Assessments” means the multiple tools used to gather information about a student’s performance on the standards taught.

C. “Benchmark” means a clear, specific description of knowledge or skills the student should acquire by a particular point in the learning process.

D. “Course” means a class that typically lasts one academic term, is led by one or more instructors (teachers or professors), and has a fixed roster of students. A course usually covers an individual content area or subject within that content area.

E. “Grades” refers to an assessment tool used by teachers to communicate the achievement of students to parents/guardians, students, and others.

F. “Reporting” refers to the communicating of a student’s achievement to the parents/guardians, students, and others.

IV. Standards for Completing Student Grading and Assessment

A. Grading Criteria

Each school program level (elementary, middle school, and high school) will establish standardized grading criteria. The grading criteria will be reflective of the age of the student and the level of content learning.

The grading criteria will include:

- Definition of the grading scale
- Definition of credit and no credit for coursework
- Definition of pass or fail for credit
- Definition of weighted grading (if appropriate)
- Definition of student honor roll or recognition for progress reports
- Frequency of grade reporting schedule

B. Establishing Grading Criteria

The grading criteria will be coordinated by the director of teaching and learning and established by the administration with input from task forces at the elementary, middle, and high school levels. The criteria will be reviewed on a periodic basis. The administration will ensure the grading criteria are clearly articulated from kindergarten through grade twelve (see Appendix I).

C. Grading Procedure

The teacher responsible for the instruction of the student's class or course will complete the necessary assessment and provide the appropriate grade. No grade will be altered without consultation with the assigned teacher.

D. Informing Students and Parents/Guardians

1. When developmentally appropriate, students will be informed of the grading criteria at the beginning of the school year or course. Students and parents/guardians will be informed of the grading criteria in each school's handbook and/or course syllabi. Secondary teachers will determine if a final examination requirement is part of the grading requirement.

2. Each school level will determine the frequency of reporting student progress. The district reporting calendar will determine the beginning and end of each marking period.

3. A notification will be made to the parents/guardians when the student is performing unsatisfactorily at various points in the marking period, determined by school level.

4. Variations in grading are acceptable when approved by the superintendent.

E. High School Honors

A student's high school grade point average and academic honors will be based solely on grades approved by the school district.

V. Acceptance of Grades from Other Schools, Institutions, or Agencies

A. Student Grade Review

The school district administration will determine appropriate grade placement, course completion, and accepted grade of a student transferring from another public school, nonpublic school, home school, educational institution, or educational agency. Transferred students may be required to demonstrate knowledge and expertise of the required standards in a specific course or class

to assist the administration in determining grade placement, satisfaction of course completion, and appropriate course grade. The administration may award a passing grade for acceptable course completion versus the grade given from another school, institution, or agency.

Only grades earned while in 9th-12th grade and completed through Edina High School, Edina Virtual Pathway, or partner programs will be calculated in the Edina cumulative grade point average. High school classes taken while in middle school will not factor into the Edina cumulative grade point average.

B. Student Grade Transfer Appeals

Appeals by a transfer student will be directed to the director of teaching and learning who will review the information from the school transfer and make a final determination. The decision of the director of teaching and learning is final.

C. High School Diploma

Any student who transfers into the high school and wishes to receive a high school diploma must meet all the district requirements for credits and graduation standards.

VI. Confidentiality

A student's grades and individual assessments are confidential and can only be shared with the student and their parents/guardians or designee(s), with parental/guardian permission. Confidential information may also be shared with the appropriate teachers, administrators, and other educators who are assisting in the student's educational program.

Legal Reference:
Minn. Stat. §120B.018 (Definitions)

Cross Reference:
Policy 613 (Graduation Requirements)
Policy 515 (Protection and Privacy of Student Records)
Policy 620 (Receiving Course Credit for Learning)

Policy
adopted: 10/26/09
revised: 08/10/20
revised: 10/07/24

INDEPENDENT SCHOOL DISTRICT NO. 273
Edina, Minnesota

Appendix I to Policy 618

Grade Letters and Values

I. Elementary School

A. Elementary progress is scored on a 4-3-2-1 scale against the academic standards to be accomplished in the subject at the grade level. The criteria are standards-referenced and not based on percentiles.

- 4 – Advanced; independently exceeds standards at this time
- 3 – Proficient; independently meets standards expectations at this time (an excellent score)
- 2 – Partially proficient; making progress toward basics of standards at this time, with support
- 1 – Needs improvement; lacks expected progress towards standards at this time

The scoring points should assist teachers in maintaining a focus on the learning expectations, encourage frequent diagnosis of how well students are meeting them, and align learning expectations, teaching, and feedback.

B. Not Assessed

"Not assessed at this time" simply means that the content area or indicator was not assessed for the semester for which the report is provided. In the first semester, for some elementary content areas, and in some specialist classes, it may be premature to provide this assessment information. In other content areas, teachers may balance the distribution of content so that one or two areas are the focus in the fall and other areas in the spring so there will be no score.

C. Progress Reporting for Special Needs Students

Progress by all students is reported against the same criteria; the standards/benchmarks for that grade level. A lack of proficiency on any standard does not signal failure but signals a need to continue to assist student development in that area.

II. Secondary Schools

A. Middle School

1. The middle school assigns a letter grade with a numerical value for the purpose of calculating grades for courses or subjects. The following unweighted letter grade values are used by the middle schools:

A	4.000	B-	2.667	D+	1.333
A-	3.667	C+	2.333	D	1.000
B+	3.333	C	2.000	D-	0.667

B	3.000	C-	1.667	F	0.000

2. In certain cases, the letters “NG” (no grade) are earned, or a “P” (passing) is granted to represent the passing of a course or subject with a C- or higher when no letter grade is assigned. An “I” (incomplete) may be assigned as an indication that work has not met an expected standard or is still in progress.

3. In certain cases, the letters “NY” (not yet) are reported throughout the marking period. “NY” is feedback to the student that they are on their way to learning the standard but have not done so yet. A “NY” is changed to a grade noted in II A.1 and 2 at the end of the marking period.

B. High School

1. A dual-weighted grading system will be implemented at the high school. The dual-weighted grading system will calculate a weighted and an unweighted grade point average for all high school students.

2. Grade Unweighted Letters and Values

A	4.000	B-	2.667	D+	1.333
A-	3.667	C+	2.333	D	1.000
B+	3.333	C	2.000	D-	0.667
B	3.000	C-	1.667	F	0.000

Each letter grade has been assigned a numerical value for the purpose of calculating final grades and for determining the grade point average of each student.

3. Grade Weighted Letters and Values

A	4.800	B-	3.200	D+	1.600
A-	4.400	C+	2.800	D	1.200
B+	4.000	C	2.400	D-	0.800
B	3.600	C-	2.000	F	0.000

Determined courses at the high school are assigned a weighted value of 1.2 for purposes of calculating a weighted grade point average.

4. Final Exams

Final exams may be given at the discretion of the teacher.

C. Grade Weighted Courses

The criteria and procedures for determining that a course will be designated as a grade weighted course at the high school will involve the following steps:

1. Advanced placement courses will be grade weighted.

2. High school courses that are not advanced placement courses and that are requested to have a weighted status require staff to complete a proposal.

    a. Teachers or other school professionals will complete a grade weighted course proposal. The proposal content and intent will be discussed at high school area leader meetings and with a teaching and learning representative.

    b. The proposal will be submitted for approval to the high school principal and director of teaching and learning.

    c. The new course-weighted proposal will be discussed and reviewed by the school board's Teaching and Learning Committee. The submission of a new course-weighted proposal will follow the same timeline as secondary new course proposals.

    d. Following the advisory approval of the board's Teaching and Learning Committee, the proposal will be shared with the board for discussion and action.

D. Dropping Classes:

1. Students who adjust their schedule within the first four weeks of the semester will not have an exit mark recorded on the transcript. These adjustments are processed as schedule changes only, with no NC (No Credit) entered.

2. Students who drop a course after the fourth week, will receive an F on the transcript. An F is factored into the student's GPA.

3. An appeal may be submitted by a counselor to the principal on a case-by-case basis where special circumstances should be taken into consideration.

E. Pass/No Credit

1. Pass/No Credit is not available for courses required for graduation, AP, or CIS courses.

2. Students have until the ninth week of each semester to request one elective course per semester as Pass/No Credit.

3. The Pass is earned if the student completes the course with a grade of D– or higher. Credit is granted with no impact to a student's GPA.

4. If the grade is below a D–, no credit is granted and there is no impact to a student's GPA.

5. Pass/No Credit is not available for courses required for graduation, AP, or CIS courses.

~~1. Students who drop a class before the end of the fourth week of the semester due to unique circumstances may receive one of the marks listed below. Non-letter grades have no impact on grade point average. These marks will remain on the student's permanent record until the student retakes the course during a future semester. Non-letter grade marks are:~~

- ~~NC – No letter grade assigned; a grade of NC should be supplemented by anecdotal reports to the parent(s)/guardian(s).~~
- ~~NC – No credit given for the class; no letter grade assigned.~~
- ~~P – Credit granted for passing the class with a C- or higher; no letter grade assigned.~~

~~2. Students who drop a class after the end of the fourth week of the semester will incur a penalty by receiving a grade of "F" which will be calculated into the grade point average. An appeal may be submitted by a counselor to the principal on a case-by-case basis where special circumstances should be taken into consideration.~~

~~E~~.F. Interpretation of Letter Grades

1. A grade is given to every secondary student to reflect the student's learning progress. Letter achievement grades are interpreted as follows:

A – Excellent	C – Satisfactory	F – Failure (No credit)
B – Very good	D – Lowest passing grade	I – Incomplete

2. Letter grades should be used only in those courses where the teacher intends to report learning progress that students make on course or subject standards and objectives. Grade distributions will be monitored regularly to identify areas of possible inconsistency. Teachers with classes in which the letter grade approach is not desirable are urged to use another system of reporting student progress. Alternative grading approaches need to be reviewed and approved by area leaders, the principal, and the director of teaching and learning.

~~F~~.G. Grade "F"

1. The grade of "F" should be reserved for the student who fails to exert reasonable effort to complete class assignments.

2. In no case should a student be assigned an "F" grade without prior written or verbal communication with the parent(s)/guardian(s). A midterm communication indicating unsatisfactory progress should be made to the family.

~~G~~.H. Incompletes (“I”)

1. An incomplete or “I” may be used to temporarily indicate low performance or missing work when the grade earned is lower than C-. Teachers may allow retake/resubmission of work until a standard is met at a C- or better level and the grade can be changed up to 3 weeks after the end of the semester. If this allowance is granted, the school will notify the parent(s)/guardian(s) of this process.

2. A student who has been provided an opportunity to retake/resubmit work and has an outstanding incomplete or “I” after a maximum of three weeks will be assigned the original “D” or “F” they would have received.

3. Every student, regardless of the reason for an absence, has a right to make up the missed work. Students who have been absent and have not had a reasonable opportunity to complete the class work will be given an incomplete rather than the letter grade “F.”

4. The maximum deadline to remove all incompletes, due to absence, is 3 weeks after the end of the semester. Work that has not been made up will be marked zero. This implies that daily assignments and activities will be well-defined and necessitates complete recordkeeping of such assignments and activities. A daily plan of activities and assignments will be replicable for make-up purposes. Teachers and other school professionals are required to contact the student and parent(s)/guardian(s) to provide the student with a thorough timeline and list of required assignments. If the assignments are not made up during the 3-week allotted time period after the end of a semester, the original grade will be given, unless there is approval by an administrator for the continuing incomplete such as a prolonged illness.

Appendix
revised: 08/19/13
revised: 03/14/16
revised: 07/16/18
updated: 01/28/19
revised: 10/07/24
revised: __/__/26

Appendix II to Policy 618

Student Progress Reports

I. Marking Periods

Marking periods will vary in length from one school year to the next. The school calendar adopted each year will determine the beginning and end of each marking period. Special instructions and details regarding the processing of student progress reports will be issued preceding the close of each marking period by an administrator, when needed. Student learning progress is reported at the end of all marking periods.

II. Progress Reporting for Secondary Schools

A. Student learning progress may be reported to the parent(s)/guardian(s) midway through the marking period.

B. Student learning progress on the school district's parent/guardian portal will be updated on a regular basis, as determined by the district administration.

C. In addition to regular electronic reporting, parental/guardian contact will be made when a student is performing unsatisfactorily at various points in the marking period, determined by school level. This affords the family, teacher, and student adequate time to impact the student's performance before the end of the marking period. Appropriate documentation of this contact will be maintained during the academic year.

D. Teachers and other school professionals are encouraged to contact parent(s)/guardian(s) to highlight unique or significant student contributions on a regular basis.

Appendix
revised: 08/19/13
revised: 10/07/24

Edina Public Schools
DEFINING EXCELLENCE

Policy 629

Education Programs

Student Fundraising

I. Purpose

This policy regulates fundraising activities by school district-sponsored athletics, fine arts, and activities. Refer to ~~Policies 912 and~~ Policy 913 for fundraising by other groups.

II. General Statement of Policy

The school district recognizes the desire by district-sponsored athletics, fine arts, and activities to raise funds to meet their needs and goals, and to fund student activities. The district also recognizes a need for limitations to prevent fundraising activities from becoming too numerous or overly demanding for students, employees, and the community.

III. Definitions

A. "District-sponsored" are athletics, fine arts, or other student ~~acitivities~~ activities that (1) are directly related to a class offered by the school district; (2) receive funding directly from the district; or (3) have a teacher or other district employee assigned to and overseeing its activities.

B. "Student group or student organization" is a group or organization, whatever its organizational structure or title, comprised of one or more current district students, in which the membership is limited to current district students and any district-assigned advisor.

C. "Student activity" is a program, presentation, or other event, other than a fundraising activity, conducted or sponsored by a district-sponsored student group or organization.

D. "Fundraising activity" is any program or event conducted by or on behalf of a student group or student organization that has the primary purpose of raising money for the use of a student group, student organization, to pay for any part of a student activity, or for approved donations as outlined in Section IV.~~E~~D.4.

IV. Fundraising Guidelines

~~A. No student group or student organization, other than a district-sponsored student group or organization, may conduct a fundraising activity on school district property.~~

~~B~~A. All organizations seeking to organize a fundraiser on district property ~~A district-sponsored student group or student organization~~ must submit a written request to the building or program administrator and director of finance and operations, and receive approval of the written request ~~from the administrator~~ prior to conducting, sponsoring, or advertising a fundraising activity. The fundraising organization must also hold a facilities use permit for the proposed location of the fundraiser.

~~C~~B. The written request to conduct or sponsor a fundraising activity must contain the following:

1. The name of the organization ~~district-sponsored student group or student organization~~.

2. A description of the proposed fundraising activity.

3. The dates of fundraising.

4. A statement identifying the need for and proposed use of funds to be raised by the fundraising activity.

5. All necessary permits or forms of authorization necessary to conduct the fundraising activity (e.g., solicitation permits, work permits, parade permits).

6. The names of students, employees, and volunteers who may be participating in the fundraising activity.

~~D~~C. The ~~building or program administrator's~~ decision regarding whether the fundraising activity will occur is final. The ~~administrator~~ district may limit the number, location, and length of fundraising activities that are approved. The administrator may deny a fundraising activity request due to past violations of this policy by students or the organization.

~~E~~D. Money or other resources raised by the fundraising activity must be:

1. Used by the student group or student organization, or its members or advisor, to pay for necessary expenses incurred in connection with the fundraising activity;

2. Used to pay for a student activity sponsored or conducted by any district-sponsored student group or student organization;

3. Used to purchase an item which then will be donated to the district; or

4. Donated to a tax-exempt, nonprofit organization on behalf of the district-sponsored student group or student organization, only with approval and written consent of the building administrator (see Section VII).

~~F~~E. Fundraising activities must adhere to district policies, even if the fundraising activity is not conducted during regular school hours or on district property.

~~G~~F. Fundraising activities must not result in additional expense to the district.

~~H~~G. A student's participation or lack of participation in a fundraising activity will not form the basis for determinations relating to the student's participation in the district-sponsored student group or student organization or any student activity sponsored by the student group or student organization.

~~I~~H. Fundraising activities conducted on district property during the regular school day must be conducted in a manner that minimizes interference with the regular functioning of the school.

~~J~~I. Fundraising activities must be age-appropriate for the involved student group or student organization.

~~K~~J. Fundraising activities must comply with federal, state, ~~or~~ and local laws and regulations.

V. Discontinuance of Fundraising Activity

A. The building or program administrator may revoke the permission to conduct a fundraising activity for violation of law, district policy, or school rule at any time. The administrator may also terminate any fundraising activity if the fundraising activity becomes unduly disruptive or poses a health or safety risk to students, employees, or community members.

B. Violations of this policy may result in disciplinary action for an employee or student, or revocation of a volunteer's permission to enter school district property and provide services to the district. Disciplinary action could include suspension or expulsion for students. Disciplinary action could include suspension or termination for employees.

VI. Accounting of Fundraising Funds

Money or other resources raised by fundraising activities conducted by district-sponsored student groups or organizations becomes school district property, designated for the use described on the written request to conduct a fundraiser. All such money is subject to the district's accounting procedures.

VII. Donations to a Non-~~d~~District Organization

~~A.~~ Donations from a fundraising activity by a student group or student organization to a tax-exempt, nonprofit organization not associated with the school district may be permitted when:

~~1~~A. The building and program administrator approves the fundraising activity and plans for the funds being donated to an identified non-district organization. Appendix I provides guidelines for an administrator to utilize when reviewing the request. Any contract language will be reviewed by the district to ensure rights of the district are protected. The decision of the administrator is final.

~~2~~B. The funds are sent directly to an identified organization. The funds will not be deposited into a district account prior to sending to an identified organization.

~~Legal References:~~

Cross References:
Policy 628 (Student Activities Program)
Policy 703 (Accounting)
Policy 709 (Acceptance of Gifts, Donations, and Bequests)
Policy 711 (Student Activities Accounting)
~~Policy 912 (Partnerships – Community Organizations, Governmental Entities, Educational Institutions, and Other Organizations)~~
Policy 913 (Partnership – Parent Organizations and Booster Clubs)

Policy
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revised: 09/13/21
revised: ____/26

INDEPENDENT SCHOOL DISTRICT NO. 273
Edina, Minnesota

Appendix I to Policy 629

Administrator Guidelines on Approval of Non-District Fundraising

When receiving a request for a student group to fundraise for a non-district organization the administrator should consider these guidelines when approving or denying the request:

A. The funds being raised by the student group are sent directly to an identified organization. The funds cannot be deposited into a school district account prior to sending to an identified organization. The funds should be provided to the non-district organization using one of these methods:

   1. A representative from the non-district organization is responsible to collect all donations;

   2. Donations are made out directly to and sent to the non-district organization; or

   3. Another organization can act as the fiscal agent (e.g., parent organization or booster club).

B. The non-district organization has a current tax-exempt status and can provide a current certificate of insurance (if coming on district property).

C. The non-district organization's mission or program charge aligns with the district's educational mission and a pre-determined priority of a student group or organization.

D. The involved student group or organization should complete a periodic review of other tax-exempt nonprofit organizations with similar mission statements.

E. The purpose of the review would be to provide an opportunity by a student group or organization to fund other non-district organizations. If the outside organization is providing employees or equipment as part of the fundraising activity, they must comply with the district policies, including, but not limited to:

   1. Policy 103 - Equal Education Opportunity:
   2. Policy 413 - Harassment and Violence Prohibition, Students and Employees:
   3. Policy 515 - Protection and Privacy of Student Records;
   4. Policy 902 - Use of School District Facilities and Equipment; and
   5. Policy 903 - Visitors to School District Buildings and Property.

Appendix
~~C~~created: 11/13/17
reviewed: _/__/26

Edina Public Schools
DEFINING EXCELLENCE

Policy 902

Community Relations

Use of School District Facilities and Equipment

I. Purpose

This policy provides guidelines for community use of school district facilities and equipment. The district is committed to making its facilities and equipment available to the community.

II. General Statement of Policy

The school district encourages maximum use of district facilities and equipment for community purposes if, in its judgment, that use will not interfere with use for school or district purposes. The use of district facilities as community centers to promote educational, recreational, cultural, and civic activities in the community ~~are~~ is an important resource in the development of the whole person through learner success, achievement, health, and physical wellbeing across age groups.

III. Process and Procedures

A. Facilities are available to the community on an equitable basis and are to be used in a manner consistent with district policies and their appendices.

B. The community education facility use office serves as the operations and facilities service center for all community use of district facilities in the areas of scheduling, billing, and supervision. The office provides these services in accordance with the process and procedures set forth in the appendices to this policy.

IV. Fees

The community education facility use office will annually submit a Facility Rental Fee Schedule to the board for its approval. The fee schedule will be available on the district's website and through the community education facility use office.

Legal Reference:
Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)

Cross References:
Policy 628 (Student Activity Programs)
Policy 901 (Community Education Services)

Policy
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revised: 06/21/21
revised: 02/12/24
revised: __/__/26

INDEPENDENT SCHOOL DISTRICT NO. 273
Edina, Minnesota

Appendix I to Policy 902

Procedures for Using School District Facilities and Equipment

Facilities Available

Most school district facilities are available for a variety of activities, as guided by school board policies.

- Gymnasiums
- Athletic Fields/Stadiums
- Auditoriums
- Meeting Rooms
- Swimming Pools
- Classrooms
- Cafeterias
- Kitchens

Facilities are available during non-school hours. General hours of operation for non-~~school~~ district activities and events during the school year are Monday – Friday 6:00 p.m. – 10:00 p.m. and Saturdays 7:30 a.m. – 3:00 p.m. Third floor rooms are available at the Edina Community Center Monday through Friday 7:30 a.m. – 10:00 p.m. and Saturdays 7:30 a.m. – 3:00 p.m.

Additional days and times may be available upon request and are dependent on staffing availability.

Services Available

Community education is a part of Edina Public Schools, serving the community of Edina. The community education facility use office serves as the operations and facilities service center for all community use of district facilities in the areas of scheduling, billing, and supervision. Community ~~E~~ education employees coordinate requests for district equipment related to the activity (on-site-use only) and schedule building supervisors.

Classification of Organizations and Priorities for Use of Facilities

Organizations using district facilities are grouped into one of five classification, four non-~~school~~ district sponsored groups, and a fifth user group for district sponsored activities. A rental fee schedule has been established for facility usage for non-district organizations based on the nature and purpose of each group, agency, or organization. All other requirements for use, such as application procedure, standards of conduct during use, and supervision, are constant for all user groups regardless of organizational differences.

Classifications and priority of access to district facilities are as follows:

Class E Priority one	Edina Public Schools sponsored groups, including community education, athletics, and ~~extra-curricular~~ extracurricular activities. Edina Public Schools support organizations including PTO, site councils, and booster organizations.
Class A Priority two	City of Edina groups and athletic associations under the umbrella of the City of Edina. Edina-based non-profit organizations that are not charging fees.
Class B Priority three	Edina-based non-profits organizations charging fees.
Class C Priority four	Private groups and individuals not charging admission. Non-Edina-based non-profit organizations.
Class D Priority five	Private individuals, groups, agencies, companies, and vendors using district facilities for commercial purposes or profit.

The facility use office operates a centralized scheduling system coordinating all requests for the use of district spaces. Occasionally, a non-district-scheduled activity may conflict with a planned or rescheduled district

activity or program. If a conflict occurs, the district activity or program has priority. Every effort will be made to find an alternate facility for the non-district organization or individual.

The class and rental schedule are determined by the district administration and approved by the board on an annual basis. Additional modifications may be made with board approval.

Process and Procedures for Scheduling Facilities

A facility use permit ("permit") process is used to secure the use of district facilities creating a centralized schedule for use and operations. The initial step in the process is the completion of the online facility request. An online facility use request must be completed to provide reservation information for requested facilities, equipment, and special use.

1. Prior to using district facilities, a district applicant must apply for a facility use permit ("permit") at least three business days prior to expected use. A non-district applicant must apply for a permit at least five business days prior to expected use.

2. The application for permit must be submitted by an authorized adult representative of the organization or individual applying for the use and must list the person responsible during the use.

3. A submitted application for a permit for district facilities use constitutes acceptance by the applicant of the responsibilities stated and the willingness to comply with all district policies, rules, and regulations regarding the use of school facilities.

4. Each application for a permit for use of district facilities will state the general nature and purpose of the use. A permit will be issued only for the dates, hours, area, and equipment specified.

5. If the application is approved, the district will issue a permit to the applicant. Facilities are not reserved until the user group receives a facility use permit distributed by the facility use office via e-mail or the group can verify through their online account that the request has been processed and approved. If deemed necessary by the district, an emergency event plan may be required and facility use is contingent upon a satisfactory emergency event plan.

6. Once a permit is granted to an organization or individual, facilities will be used strictly for purposes for which the space was requested. Permit holders must not transfer or sublet the permit to another organization or individual, doing so nullifies an approved permit.

7. The permit should be in the possession of the group leader upon entry for use of district facilities to ensure that all details of the event are appropriate for the space being used.

8. District staff are allowed to request a copy of the permit from the organization or individual. If an approved permit cannot be verified, district staff may request the organization or individual to leave the facilities or grounds. Law enforcement will be contacted when a non-verified organization or individual fails to leave the facilities or grounds when requested to by the district representative.

9. Facility rental fees associated with use of district facilities, deposits/down payments for use of facilities, support staff, and special equipment are required for using specific facilities. The Facility Rental Fee Schedule is available on the district's website and through the community education facility use office. ~~Please see Appendix II for a Facility Rental Fee Schedule.~~

10. A permit will not be granted for any use that in the judgment of the district administration (1) may conflict with the mission of the district, or (2) for which satisfactory sponsorship or adequate adult supervision is not provided.

Scheduling

Scheduling is based on four seasons. The following chart highlights the timeline used for priority scheduling. Facility use permits may be submitted after the given dates with approval based on availability. Permits must be submitted at least three business days prior to expected use for district applicants and at least five business days priority to expected use for non-district applicants.

Scheduling Request Groups	**FALL** August 15 – October 31	**WINTER** November 1 – March 14	**SPRING** March 15 – May 31	**SUMMER** June 1 – August 14
District groups submit requests by	July 1	September 15	February 1	January 1
City of Edina submit requests by	July 15	October 1	February 15	February 1
All other users submit requests by	August 1	October 15	March 1	March 1

Tournaments, concerts, and other large-scale events may be scheduled prior to the schedule set out above with the approval of the director of community education and strategic partnerships or designee.

Scheduling of auditoriums will follow the timeline guidelines set forth in Appendix ~~III~~ II.

The building administration or designee will identify the classrooms and facilities that are available for use beyond the school day, recognizing some classroom limitations may need to occur.

The custodians must apply for a permit for dates and times required for preparation and special maintenance of facilities, grounds, and fields. The building administration will be notified when custodial permits impact regular education (e.g., physical education) or after-school activities.

District employees or employee groups may not block out facilities for use by other district or non-district users. Non-district users may not block out facilities for use by other users. The district facilities staff or district administration must approve any blocking out of facilities.

Completing the Application Process

1. Online Registration: If you do not have an account, please call 952-848-3963. If you already have an account, you may request a facility at https://edina.ce.eleyo.com/

2. In Person: Visit our office 8:00 AM – 4:00 PM, Edina Community Center, 5701 Normandale Rd, Edina, MN.

For questions, contact the facility use office at 952-848-3963 or visit our website at https://communityed.edinaschools.org/facilities. Office hours are Monday through Friday, 8:00 AM – 4:00 PM.

Administrative Responsibility

1. The district administration is authorized to approve and arrange for scheduling the use of district facilities by applicants satisfying the terms of this policy. The district reserves the right to revoke any permit, without liability, should the revocation be deemed necessary or desirable.

2. The district scheduler will receive pre-approval from the building administration for use of facilities, including grounds and equipment, on school days during regular school hours.

3. The district scheduler will ensure that all required permit information is complete prior to the use of the facilities.

4. The district scheduler will maintain a master calendar of activities occurring in the district on a yearly, quarterly, weekly, and daily basis.

5. The building administration or designee is responsible for monitoring all activities held in the building. The administration will work with the district administration when a conflict or concern occurs.

6. The business office will ensure necessary custodial coverage is available during evening hours and on non-school days, including the summer. The district will assess a fee for such custodial time.

Indemnification and Public Liability Insurance

The permit holder agrees to protect, indemnify, and hold harmless the district and its employees from any and all claims, liabilities, damages, or rights of action, directly or indirectly, growing out of the use of the premises covered by the permit.

The permit holder will indemnify the district for all damage to its facility or equipment occurring during the scheduled activity by persons participating or in attendance.

The administration is authorized to require users of district facilities to furnish public liability insurance issued by a responsible insurer indemnifying the district against any public liability claims for personal injury or property damage alleged to have resulted during the use or occupancy, or both, of property owned by the district. The public liability insurance must be in the amount and for the duration that may be deemed to be necessary and suitable in the circumstances. The insurer must agree to waive the defense of governmental immunity in the event a claim is made against the district.

The user must provide proof of insurance to the facilities scheduler before a permit can be approved. The insurance must provide coverage of at least $50,000 per person, $500,000 per accident, and $50,000 property damage. The insurance policies and the companies writing them are subject to approval by the district. Exceptions may be granted but must be approved by the director of community education and strategic partnerships or designee.

In the event that a user has liability coverage that can be extended by endorsement to provide satisfactory coverage, this endorsement may be acceptable. Either a certificate of insurance or an endorsement on a present policy must be submitted with the enclosed facility use permit before approval can be made for use of district facilities.

District activities (e.g., pre-K–12, ~~extra-curricular~~ extracurricular, community education services) and parental support groups (e.g., PTOs, site councils, booster organizations) do not need to provide separate liability coverage.

Changes and Cancellation of Facility Use Permits

1. Changes in use needs of existing permits must be communicated to the facility use office as far in advance as possible or a minimum of five business days prior to the event to ensure requests can be fulfilled. Requests must be submitted in writing. Failure to meet this timeline will result in full charges for the permit or permit part, including space, equipment, and personnel fees.

2. Cancellation by the permit holder must be received by the facility use office in writing. Cancellation of a permit in full or in part by the permit holder must be received at least five business days prior to the rental date in order to receive a refund. Failure to meet this timeline will result in full charges for the permit or permit part, including space, equipment, and personnel fees.

3. An approved permit will not be considered by the applicant as a lease, and the building administrator or designee reserves the right to cancel or revoke any permit at any time. Reasons that the district may cancel a facility permit include, but are not limited to:
   a. Inadequate group supervision as determined by the building administrator or designee.

b. Misuse of equipment or facilities.
c. Group conduct of an inappropriate or unacceptable nature as determined by the building administrator or designee.
d. Emergency situations, including weather conditions or school building site limitations (e.g., water, heat, electrical). The decision to close the school will be made by the superintendent or designee. On days when school is closed, the decision on cancellation or postponement of ~~school~~ district co-curricular events and all other events scheduled in district facilities will be made by the building administrator or designee.
e. Violation of any district policies and failure to comply with district policy.

4. District administration may cancel a permit effective immediately, if in its judgment continuation would be potentially harmful, dangerous, or the program or participants' actions are not in alignment with the district's mission, core values, and policies.

5. The district reserves the right to cancel or withhold use privileges if rules and regulations are violated.

6. In the event of the cancellation or revocation of a permit, there will be no claim or right to damages or compensation on account of any loss, damage, or expenses whatsoever.

Facility, Personnel, and Equipment Use Fees

Annually, the superintendent will recommend and receive board approval for the district facility and equipment use fees and personnel fees. Refer to ~~Appendix II~~ the Facility Rental Fee Schedule for specific fees. The following is additional information regarding the fee schedule.

1. Rental fees are calculated on a per hour basis and begin at the determined entry time and end at the projected completion of the event.

2. A service fee may be charged if an employee is not on regular duty, or if the intended use does not permit the employee to complete regularly assigned duties. Direct payment by the user to an employee for services is prohibited.

3. Organizations and individuals will assume the cost of custodial service for the use of the school beyond regular custodial duty hours.

4. Any facility user may be assessed a custodial service fee if the use of a facility requires significant clean up. Organizations and individuals are expected to return the facility to its original state before leaving.

5. Facility users must supply and assume the cost of any special supervision required, such as security or parking supervision, as determined by the building administrator or designee.

6. Specific events (e.g., section athletic tournaments) may require a district administrator or designee to assist with site supervision. The additional supervisor fee will be the responsibility of the facility user.

7. The district reserves the right to require a payment deposit or rental and user fees in advance before the application for permit is processed for non-district users. Deposits must be received by the facility use office a minimum of 10 business days before the start of the event.

8. A billing statement will be sent at the conclusion of each month. Fees are due within 30 days of billing. A late charge will be assessed if a bill is overdue.

Site Supervision and Required Personnel

The user organization is fully responsible for the safety and supervision of the specific space that they are using and will assume full liability for any damages keeping in mind the following additional regulations:

1. All activities must be under competent and responsible adult supervision (defined as a high school graduate, 18 years old or older) with an overall site supervisor identified prior to the start of the event use.

2. Admittance to the designated area is not permitted until the adult supervisor is present. District personnel on duty will supervise the operation of facilities but are not required to supervise the group or its activities.

3. The organization's site supervisor should be the first to arrive and the last to leave the premises at the conclusion of each event.

4. A district employee must be on duty whenever facilities are in use. Custodians, cooks, auditorium technicians, and media/technical support assistants will supervise the facility, but not the facility user or its activities. Additional personnel are required in the following areas:
   a. Kitchen – A food service employee must be on duty whenever cafeteria kitchen facilities are used.
   b. Performing Arts – A trained district media technology employee must be on duty when the operation of sound and/or lighting systems is required.
   c. Media and Technology Spaces – Computer labs may be used when a trained district media technology employee is on duty, and the use of the lab is approved by the director of media and technology services or their designee.
   d. Swimming Pool – A certified lifeguard is required for groups/organizations and individuals using a district pool. Proof of certification is required.

5. If deemed necessary by the district, police supervision may be required and charged to the user.

6. When adult supervision is not adequate, district employees ~~must~~ will report this information to the community education administration and take immediate action as appropriate.

7. Responsibility for loss, breakage, or repair of any district property rests solely with the organization using the facility or leader in charge of the group.

Prohibited Activities at Facilities

The following types of activities are prohibited by permit holders:

1. Promulgating any theory or doctrine subversive to the laws of the United States or any political subdivision thereof advocating governmental change by violence.

2. Any activity that may violate the canons of good morals, manners, or taste or be injurious to the buildings, grounds, or equipment.

3. Any purpose in conflict with school activities.

4. Fundraising campaigns, except as already permitted by board policy.

5. Activities violating district policies.

6. During the school day, the district prohibits the selling or displaying for sale of any items or services by commercial organizations or individuals for profit-making purposes, except those specifically related to the school in which they are displayed.

Rules for District Facilities and Equipment Use

The following rules must be observed in the use of district facilities, and the groups, organizations, and individuals will be held responsible for compliance.

1. The use of district-owned equipment for private purposes either on or off district property is prohibited. No exceptions are to be made except by express approval granted by the superintendent.

2. The district is not responsible for lost or stolen items.

3. Possession and use of tobacco and alcoholic beverages are not permitted on district property at any time, except as permitted by policy.

4. No firearms will be brought onto district property for any reason other than an authorized firearms safety program.

5. Fire and safety regulations of the state, district, county, and city must be observed at all times. All legal ordinances pertaining to public assemblies must be adhered to and will be enforced.

6. District facilities must be vacated by the time indicated on the usage permit or additional charges will be assessed.

7. The building administrator or designee is authorized to act in any case not covered by the rules and regulations or to make exceptions to the rules and regulations as deemed necessary.

8. Equipment of a specialized nature will be made available only with authorized personnel, approved by a district administrator, to supervise its operations.

9. The district will not assume liability or responsibility for any equipment owned or leased by any permit holder, which is used or stored on district property.

10. Organizations and individuals having special needs, such as extra electrical, generators, dry ice, or reconfiguration of standard district equipment and facilities, may be required to seek prior plan approval from the local fire inspector, building inspector, or health inspector. Any and all expenses incurred through these approvals and licenses are to be paid by the organization or individual.

11. All accidents occurring while using district facilities must be reported to the building supervisor or custodian on duty.

12. Any loss, breakage, or need of repair of facilities or equipment must be reported to the building administrator or designee immediately by the supervisor in charge of the scheduled activity. In the event of damage to district property, the applicant will pay all appropriate repair costs as determined by the district. If damage is not reported, it could result in revocation of future facility usage.

13. Vehicle parking must use the dedicated parking lots of the district and all posted parking regulations must be followed.

<u>Special Use Areas</u>

Athletic Fields

1. Vehicles are not allowed on athletic fields. Unauthorized use of bikes, motor vehicles, or horses is prohibited.

2. Only use the space that has been permitted and respect the rights of other users of the space in field areas where multiple uses may be taking place. Any use of space not listed within the permit is strictly prohibited.

3. Users will be responsible for proper policing of the grounds. If security is required because of the size of the event, user groups will be assessed all fees involved.

4. Beverages may not be served in glass containers.

Gyms

1. No one will be allowed on a gymnasium floor without gym shoes. Rubber-soled street shoes cannot be used.

2. All gymnasium users are required to have a first aid kit on site at all times. The district does not provide first aid supplies.

3. Use of district-owned physical education supplies and/or equipment is not permitted.

Swimming Pools

1. Swimming pool regulations are posted in each pool area. It is the responsibility of the person in charge of the group to enforce the regulations.

2. All swimming pool users are required to have an adequate number of certified lifeguards on deck at all times of use and must show lifeguard certification prior to gaining access to pool space. ~~Lifeguards are available to be hired through community education.~~

Cafeterias/Kitchen Areas

All groups wanting to reserve cafeterias and kitchen areas must be aware of all food policies, including catering and concessions. Contact the facility use office for details.

1. For the use of kitchen areas, a nutrition staff member must be present. The user is responsible for covering all personnel expenses.

2. All uses of food and beverage in cafeterias and commons areas must be included in the application request as it will likely involve cleanup fees. In addition, the user group is responsible for ensuring that all trash is disposed of properly in the containers provided.

3. All health and food permits, as required by the City of Edina, must be obtained by the user prior to sales or distribution.

Concessions Stands

Edina Athletic Boosters ("Boosters") hold the rights for use of concession areas in district facilities. The Boosters may approve outside groups to operate concessions on a case-by-case basis. Such approval will be coordinated by the facility use office.

1. Requests for use and specific operational arrangement must be made a minimum of 21 calendar days in advance of the scheduled event.

2. All health and food permits for concessions or refreshments, as required by the City of Edina, must be obtained by the user prior to sales or distribution.

Auditoriums

Auditoriums are available to be rented for special events and activities through the facility use application process. Specific guidelines regarding the scheduling and use of auditoriums are set forth in Appendix ~~III~~ II.

Leases

The district may lease facilities to organizations and individuals.

1. Leases should generally involve physical facilities that are not otherwise used or needed by other ~~school~~ district programs or services.

2. All leases are coordinated through the director of community education and strategic partnerships and reviewed and approved annually by the board.

3. The lease is defined as a written agreement between the district and another party for the purpose of exclusive use of district property for a specified period of time.

Appendix
revised: 06/21/21
revised: 02/12/24
revised: __/__/26

[**Appendix II Deleted]

Appendix II to Policy 902

Facility Rental Fee Schedule

Class E No Charge	Edina Public Schools sponsored groups, including community education, athletics, and extra-curricular extracurricular activities. Edina Public Schools support organizations including PTO, site councils, and booster organizations.
Class A	City of Edina groups and athletic associations under the umbrella of the City of Edina. Edina-based non-profit organizations that are not charging fees.
Class B	Edina-based non-profits organizations charging fees.
Class C	Private groups and individuals not charging admission. Non-Edina-based non-profit organizations.
Class D	Private individuals, groups, agencies, companies, and vendors using district facilities for commercial purposes or profit.

	Hourly Rate							
	July 1, 2023 – June 30, 2024				July 1, 2024 – June 30, 2025			
	Class				Class			
	A	B	C	D	A	B	C	D
Auditoriums								
EHS EPAC/Fick, SVMS								
No spectators	$48	$106	$155	$250	$50	$108	$160	$258
Events	$89	$148	$220	$280	$92	$150	$228	$288
VVMS, ECC								
No spectators	$32.50	$48	$102	$151	$35	$50	$105	$152
Events	$41.75	$90	$146	$238	$45	$95	$150	$240
Gymnasiums								
ECC/EHS/SVMS Large	$18.25	$41	$64	$112	$19	$42.50	$66.25	$116
ECC/SVMS/VVMS Small	$14.50	$34	$57	$96	$15	$35	$59	$99
Elementary	$14.50	$28.50	$44	$78	$15	$29.50	$45.50	$80.75
EHS Activity Center – per court	$14.50	$33.50	$55	$90	$15	$34.50	$57	$93
Cafeterias/Kitchens								
Secondary	$27.50	$53	$77.50	$112	$28.50	$54.75	$80	$116
Elementary	$20.25	$40	$59	$78	$21	$41.50	$61	$80.75
Classrooms								
Secondary and Elementary	$7.50	$15.75	$21.75	$37.50	$7.75	$16.25	$22.50	$39
Professional Development Rooms								
EHS Community Rms, ECC Rms 166/170/317/348/349/350/351 (ea)	$11.75	$19.50	$27.50	$46	$12	$20	$28.50	$47.50
Swimming Pools								
SVMS (includes diving well)	$72	$107	$138	$250	$74	$110.75	$142	$252
VVMS	$39.50	$54	$78	$150	$41	$56	$80	$152
Timing/Sound Equipment	$14.75	$14.75	$14.75	$14.75	$15.25	$15.25	$15.25	$15.25
Fields								
Kuhlman Stadium	$16.75	$56	$102	$146	$17.50	$58	$105.50	$151
ECC Multipurpose Fields (ea)	$16.75	$56	$102	$146	$17.50	$58	$105.50	$151
EHS Upper Turf	$16.75	$56	$102	$146	$17.50	$58	$105.50	$151
EHS Multipurpose Fields (ea)	$16.75	$56	$102	$146	$17.50	$58	$105.50	$151
Grass Field	$8.50	$16.25	$35.75	$50	$9	$16.75	$37	$51.75
Tennis Courts	$8.50	$16.25	$22	$40	$9	$16.75	$37	$51.75
Stadium Lights	$88.75	$88.75	$88.75	$88.75	$92	$92	$92	$92
Locker Rooms (daily rate)	$7.50	$7.50	$7.50	$7.50	$7.75	$7.75	$7.75	$7.75

Fees do not include equipment use charges such as technical equipment, or any applicable sales tax.

Kitchen equipment use must be arranged through the manager of food services. Fees to use the kitchen are per day, and fees to use the cafeteria are per hour.

Additional Fees/Charges

Application fee per permit	$16
Large group process fee (75+ people)	$80
Building supervision	$23.60/hour (2 hour minimum)
Custodial time (setup, cleanup, and assistance)	$52/hour ($70/hour on Sundays and holidays)
Kuhlman Stadium Press Box	$36.25/hour
District technician*	$36.25/hour
Additional dressing room	$25 per day
Orchestra Shell Setup/Teardown:	$300

*Required for auditorium use and pool timing/sound equipment use.

Appendix

established: 07/19/10
revised: 03/12/12
revised: 05/29/13
revised: 11/22/13
revised: 06/16/14
revised: 01/25/16
revised: 05/15/17
revised: 06/17/19
revised: 12/06/19
revised: 07/19/21
revised: 11/08/21
revised: 12/12/22
revised: 02/12/24

Appendix ~~III~~ II to Policy 902

Procedures for Using Auditoriums and Equipment

Facility use

Auditoriums will only be open when the facility is scheduled for use within the current school district permitting system and all scheduled use will be entered into the centralized scheduling system. All school day uses must be approved by the facility use office prior to any further planning and will be placed on the centralized scheduling system to ensure appropriate safety, security, setup, and maintenance of the site.

Practices, rehearsals, and special setups will be scheduled at the time of initial permitting and will be reasonably accommodated with regard to the best uses of the overall facility.

Use of auditoriums will follow the guidelines set forth in ~~the~~ Appendix I except where specifically contradicted in this Appendix ~~III~~ II.

Scheduling

Scheduling for auditoriums is based on an annual calendar corresponding to the academic school year.

Edina Public Schools fine arts and special district event functions will be the first priority scheduled and will be coordinated by the facility use office and respective user groups. These requests will be submitted to the facility use office annually by February 15.

Once district-requested permits have been approved, the facility use office will have the authority to market, promote, sell, and schedule groups from outside of the district for special events, concerts, and performances. The additional events to be scheduled will be done keeping in mind the facility needs of the district users and the operational challenges that specific activities create for a facility of this nature.

Additional use dates may be requested by district users, but they are now available on a first-come, first-served basis. It is to the advantage of the district users that advanced scheduling be done as much as possible within the first priority time frame.

The facility use office in consultation with the involved district groups will make any and all decisions pertaining to extended use, large-scale events, or other special requests by specific user groups that could impact the use of auditoriums. These requests may be scheduled prior to the schedule set out above with the approval of the director of community education and strategic partnerships or designee.

Rules for Auditoriums

The following rules must be observed in the use of auditoriums, and the groups, organizations, and individuals will be held responsible for compliance.

1. No food or beverage, except water, is permitted in the auditoriums.
2. Possession and use of alcohol and tobacco are not permitted on district property, except as permitted by policy.
3. Health and food permits, as required by the City of Edina, must be obtained by the user prior to sales or distribution.
4. Only authorized personnel can operate the counterweight fly systems.
5. Only authorized personnel can work in the catwalk.
6. Marley flooring is required for dance performances and is not supplied by the district.
7. Only water-based hazers and foggers are permitted for use. No open flame or pyrotechnics are permitted.
8. No confetti, glitter, or loose sequins are permitted on stage or in dressing rooms. Streamers are allowable.

Concert and Production Sound Volume Policy

The district requires compliance with the following guidelines for the safety of patrons and performers. These guidelines will apply to all presentations or productions that occur in district auditoriums, including concerts, dance performances, theatrical productions, and any event using sound reinforcement, amplification, or sound playback.

Volume levels exceeding 85 decibels will not be prolonged but short-lived (less than 15 seconds). Volumes above 100 decibels will not occur, even briefly.

Measurement of the decibel level will be performed by district staff using the NIOSH SLM (National Institute of Occupational Health and Safety - Sound Level Meter) application on a smartphone, positioned at the center of the venue's seating during the rehearsal or sound check time. The user, their sound engineer, or a district technician will adjust volume levels independently, until the sound level is determined to be compliant with these guidelines. Volume levels are to remain compliant thereafter and throughout the production or performance.

Site Supervision

There will be on-site supervision in auditoriums during all hours of operation. A building supervisor is scheduled by the facility use office and has site responsibilities in the areas of information and assistance, opening and securing space, monitoring use, and other related duties. The supervisor is the on-site contact person for situations that pertain to the facility and the operation of the facility.

In addition to the site supervisor, a district technician must be on site when an auditorium is in use by an external user.

The user will be responsible for covering the expenses related to site supervision and technical personnel.

Rental Rates and Fees

For the rental fee schedule, ~~P~~please refer to ~~Appendix II~~ the Facility Rental Fee Schedule on the district's website or in the community education facility use office. ~~for the rental fee schedule.~~ Dress rehearsals will be charged the no spectators rate and performances with spectators will be charged the events rate.

Included in an auditorium rental are the following:

- Stage lights
- Sound system
- Two microphones
- One dressing room/changing area
- Use of the respective lobby area

Space Specifications

Fick Auditorium

- Ideal venue for music performances, dance performances, musical theater, and lectures
- Seating capacity: 690
- Wireless microphones available: 8 handhelds or 8 bodypacks
- Changing areas: 2 dressing rooms and green room
- Intercom system: 8 wired intercoms available
- A/V Capabilities: projector and screen with inputs on stage right and front of house

Edina Performing Arts Center (EPAC)

- Ideal venue for music performances, dance performances, musical theater, and lectures
- Seating capacity: 640
- Wireless microphones available: 4 handhelds or 22 bodypacks
- Changing areas: 2 dressing rooms and green room
- Intercom system: 8 wired intercoms and 4 wireless intercoms
- A/V Capabilities: projector and screen with inputs on stage right, front of house, and tech booth

South View Auditorium
- Ideal venue for music performances, dance performances, musical theater, and lectures
- Seating capacity: 604
- Full stage orchestra shell
- Wireless microphones available: 4 handhelds or 4 bodypacks
- Changing areas: 2 classrooms
- Intercom system: 8 wired intercoms and 4 wireless intercoms
- A/V Capabilities: projector and screen with inputs on stage left, tech booth, and front of house

Valley View Auditorium
- Ideal venue for small performances and lectures
- Seating capacity: 552
- Wireless microphones available: 2 handhelds
- Changing areas: 2 classrooms
- A/V Capabilities: projector and screen with inputs on stage right and tech booth

Edina Community Center Auditorium
- Ideal venue for lectures
- Seating capacity: 500 in bleachers, 125 in chairs
- Wireless microphones available: 4 handhelds or 4 bodypacks
- Changing areas: 2 classrooms
- A/V Capabilities: projector and screen with inputs on stage right and tech booth

Appendix
established: 06/17/19
reviewed: 06/21/21
revised: 02/12/24
revised: __/__/26

VII. **Action**

VII.A. Spanish Dual Language - Middle School Placement 2028-2029	**Speaker(s):** Dr. Daniel Bittman, Superintendent

Board Meeting Date: 6/8/26

Title: Spanish Dual Language (SDL): Middle School Placement

Type: Action

Presenter(s): Dr. Daniel Bittman, Superintendent

Description: Administration will recommend placement of the Spanish Dual Language program at South View Middle School beginning in the 2028–2029 school year. This recommendation is informed by findings from a yearlong study that were shared with families, staff, administration, and the Board in March, April, and May. The accompanying report summarizes the information gathered and key insights from the review process, and outlines the instructional, operational, and student experience implications associated with placement at each middle school site. This information is intended to support the Board's decision-making.

Recommendation: Approve placement of the Middle School Spanish Dual Language program at South View Middle School beginning with the 2028-2029 school year.

Desired Outcome(s) from the Board: Approve recommendation.

Attachments: SDL Program Overview for School Board

Edina Public Schools
DEFINING EXCELLENCE

Spanish Dual Language: Program Overview and Middle School Placement

June 8, 2026



Table of Contents

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I. Executive Summary

In alignment with the Edina Public Schools (EPS) Strategic Plan, Strategy A: *Advance Academic Excellence, Growth, and Readiness*, the district is committed to designing and delivering curriculum, instruction, and assessment that emphasize content rigor, critical thinking, student engagement, and continuous improvement to ensure academic achievement, student growth, and responsiveness to community feedback. In support of this work, the district convened a stakeholder design team to explore additional world language programming options, building on EPS's strong portfolio of specialty, or choice, programs.

Based on community input, the global relevance of the Spanish language, and the availability of qualified educators, the design team recommended the development of an elementary Spanish dual-language immersion program. Now in its fourth year, the program serves 182 students in kindergarten through grade three.

The next major milestone is determining the middle school site that will house the SDL program. During the 2025–26 school year, a new stakeholder group including, but not limited to SDL staff, Middle and High School staff, parents, and administrators, conducted a comprehensive assessment of each middle school to evaluate program alignment, capacity, and long-term sustainability. Informed by stakeholder input and survey data, a site recommendation will be presented to the School Board on May 11, 2026.

II. Program Inception

In May 2021, Edina Public Schools convened a community design team to explore opportunities for expanding world language programming at the elementary level. The initiative sought to retain resident students and attract open-enrolled families in later grades if they met the standard of language acquisition by offering innovative, rigorous, and engaging elementary programming options. The design team conducted research, gathered stakeholder input, and ultimately developed recommendations for the school board.

The design team recommended the implementation of a Spanish dual-language program. According to the Minnesota Department of Education (MDE), "dual-language programs promote bilingualism and biliteracy, increase cultural competence, and support high levels of academic achievement." Research shows that bilingualism provides cognitive benefits, including improved executive functioning, enhanced problem-solving skills, and greater cultural awareness. Proficiency in additional languages also expands students' access to future employment opportunities, global engagement, and meaningful relationships across diverse communities. Importantly, dual language programs support heritage

language learners by enabling them to maintain communication and cultural connections with family members who speak a language other than English.

Through its research and stakeholder engagement, the design team found that Spanish received the strongest overall support. Spanish also offered unique opportunities to incorporate the rich linguistic and cultural assets of heritage Spanish speakers within the Edina community. Additionally, Spanish is the fourth most widely spoken language globally, further strengthening the rationale for its selection.

The Spanish dual language model is an instructional approach in which students receive instruction in two languages—English and Spanish. The program is designed to enroll a balanced student population, with approximately 50–70 percent native English speakers and 30–50 percent heritage Spanish speakers. A critical component of the Spanish dual language model is the intentional enrollment of heritage Spanish speakers—students who acquire Spanish through home and cultural experiences rather than through formal language instruction.

Cornelia, Creek Valley, and Countryside elementary schools were initially considered as potential sites for the new program. Based on various factors including, but not limited to enrollment projections and building capacity, Countryside Elementary was selected. The program was designed to include two sections per grade level, with class sizes aligned to school board policy.

To accommodate the program, an addition of new classrooms at Countryside Elementary was required. Until construction was completed in January 2024, the SDL program was temporarily housed at the Early Learning and Family Center.

In August 2022, Edina Public Schools launched the Spanish Dual Language program with two kindergarten classrooms, enrolling 40 native English speakers and 4 heritage Spanish speakers. Each classroom was staffed with one bilingual classroom teacher and one bilingual paraprofessional.

As with other kindergarten choice programs in the district, enrollment in the SDL program is determined through a lottery process when applications exceed program capacity.

III. Current Elementary SDL Program

Our current program serves 182 students in kindergarten through third grade. Heritage speakers make up 11.4% of the program enrollees. Cultural Liaisons are leading outreach and verification efforts.

Language Distribution

Grade	Total Number of Students	Heritage Spanish Speakers	Native English Speakers
Kindergarten	44	4	40
1st Grade	48	5	43
2nd Grade	44	6	38
3rd Grade	46	5	41

Dual Language Elementary Model

The SDL program follows a researched-based language allocation model that systematically increases English instruction as students progress through elementary grades:

Kindergarten - First Grade: 80/20 Model

- 80% of instruction in Spanish
- 20% of instruction in English
- Core content areas are taught in Spanish: Language Arts, Math, WIN time, Science, and Social Studies.
- Specialist classes: Music, Art and Physical Education are taught in English.

Second - Third Grade: 70/30 Model

- 70% instruction in Spanish
- 30% instruction in English
- English Language Arts introduced
- Translanguaging approach implemented for science and social students

Fourth - Fifth Grade: 50/50 Model

- Equal time allocated between English and Spanish
- Separate Language Arts instruction is covered in both languages
- Content areas are distributed across both languages

Program Strengths

- **Student Achievement**: All grade levels are showing measurable growth in Spanish reading and math proficiency on STAR testing (pp. 5-6)
- **Leadership Infrastructure:** Biweekly coordination meetings, clear role differentiation, and an effective SDL Coordinator coaching model (.6 FTE intervention) are in place (pp. 4-5)

- **Family Engagement:** An SDL Advisory Committee was created and meets monthly, alternating between advisory only sessions and community-wide meetings. All grade levels are represented. There is ongoing bilingual communication and strong PTO advocacy (pp.12-13)
- **Professional Development Impact:** December 2025 and February 2026 biliteracy training was provided for and implemented successfully by teachers; STAR assessment training was also completed (p.10)

Student Performance Highlights

Spanish Literacy (Alfabetización Temprana & Lectura):

Students' average scaled scores on STAR assessments are compared to national norms for Spanish literacy:

- Kindergarten: Students demonstrated strong early literacy skills, with average performance at the 69th percentile by winter testing
- Grade 1: Students showed significant growth from fall to winter, improving from the 70th to 79th percentile compared to national first-grade norms.
- Grade 2: Students demonstrated consistent growth, moving from the 36th percentile in fall to the 49th percentile by winter.

Spanish Mathematics (Matemáticas):

Students' average scaled scores on STAR Matemáticas assessments are compared to national norms. SDL students in 2nd and 3rd grade are assessed in both English and Spanish. The Spanish mathematics scores shown below may be higher than English mathematics scores, which is an expected pattern since all academic math instruction has been delivered in Spanish. Students are building mathematical concepts and vocabulary in Spanish first, with English mathematical language development occurring as English instructional time increases in later grades.

- Grade 2: Students demonstrated growth, advancing from the 71st percentile in fall to the 88th percentile by winter.
- Grade 3: Students demonstrated growth, improving from the 85th percentile in fall to the 91st percentile by winter,

Key Findings

- Students across all grade levels demonstrated measurable growth in Spanish language proficiency between fall and winter assessments
- Mathematics performance in Spanish exceeded literacy performance across grades 2 and 3, suggesting strong conceptual understanding despite language development still being in progress

- Grade 3 students, representing the program's first cohort after three years of instruction, are performing above grade level in both literacy and mathematics
- Detailed assessment results by grade level are available in Appendix A:

IV. Dual Language Middle School Model

Middle School Overview

Middle school is a time of tremendous growth—academically, socially, and emotionally. A strong dual language program is intentionally designed to support adolescents while continuing to build high levels of bilingualism, biliteracy, and academic achievement. Across the country, successful school districts follow a similar model that balances language development, rigorous academics, student choice, and flexibility.

At the middle school level, dual language programs typically move from an elementary immersion structure to a partial immersion model. Rather than learning all subjects in Spanish, students typically take two core courses taught in Spanish each year, with the remaining courses taught in English. This approach is widely used because it sustains strong language growth while ensuring students have full access to the middle school experience.

Most commonly:

- **Spanish Language Arts** is taught every year to continue developing reading, writing, speaking, and listening skills at a high academic level.
- **One additional core content area**—often Social Studies or Science—is taught in Spanish.
- Math, English Language Arts, and other courses are typically taught in English.

Middle School Boundary School Representation

Current elementary students' assigned middle schools reflect a near-even distribution across both middle schools.

Current Number of Students	Feeder Middle School
90	South View
91	Valley View

**One student is open enrolled, does not have a feeder middle school*

V. Middle School Placement

When determining where to locate the SDL program at the middle school level, it is important to consider how each school's existing structure, programs, and staffing model align with the unique needs of dual language education. Middle school dual language programs are most successful when they can be integrated without significantly limiting student access to courses, disrupting teaming structures, or creating unsustainable staffing and scheduling challenges.

Determining which middle school is best suited to house the SDL program is currently under consideration. A recommendation will be presented to the school board on May 11, 2026. To inform this decision, key stakeholders were engaged, which include, but are not limited to:

- Current SDL staff from Countryside Elementary
- Countryside staff and building administrators
- Current SDL parents from Countryside Elementary
- South View Middle School staff
- Valley View Middle School staff
- High School World Language Staff
- The Assistant Superintendent
- The Director of Teaching and Learning
- The Director of Facilities
- The Director of Finance and Operations
- The Manager of Transportation
- The Director of Achievement Equity and Multilingual Learners
- The Superintendent
- Various superintendents and/or their designees from other Minnesota School districts with language programs, as well as from California, Oregon, and Utah
- Representatives from the Center for Advanced Research on Language Acquisition (CARLA)
- Representatives from the Minnesota Department of Education
- Other

Feedback from key stakeholders and district administrators was used to compile a list of program placement considerations:

Areas of Shared Consideration

Staffing

Stakeholders agree that hiring and supporting high-quality teachers must be a top priority for any and all programming decisions.

Teachers will need to be hired who are fluent in Spanish and licensed to teach specific subjects. This will most directly impact staffing within core content areas, as well as world language, depending on the placement. Many of the teachers who currently teach these subjects are tenured, which will likely have a district-wide impact when shifts occur.

Staffing decisions, including but not limited to those outlined below, are currently under review.

- Number and full-time equivalency (FTE) of bilingual teachers needed
- Hiring timelines
- Qualifications and licensure required
- Processes for impacted tenured staff related to available placement throughout the school district

Cultural Fit and Administrative Support

A successful Spanish dual language program depends on more than location—it requires strong leadership, thoughtful scheduling, and a school culture that can fully support bilingual instruction over time. Across the country, research and best practice consistently show that dual language programs thrive when school leadership is deeply aligned with the program's goals, when scheduling and teaming structures are flexible, and when the program can be integrated without limiting opportunities for students.

Both Valley View Middle School and South View Middle School have expressed interest in the potential expansion of programming and share a commitment to supporting multilingual learners. At the same time, each school brings a unique context that must be carefully considered.

Fiscal stewardship and long-term sustainability

Edina Public Schools is committed to responsible financial stewardship. In evaluating SDL placement, the district is focused not simply on whether a program *can* be funded, but on whether it can be supported efficiently, equitably, and sustainably over time—without unintentionally reducing access to electives, increasing

unnecessary staffing instability, or creating ongoing scheduling challenges that require continual financial intervention. Regardless of program placement, a dedicated budget will be required for appropriate curriculum and material purchases, including library books, as the program is "built out" for grades 6, 7, and 8.

The amount of funding required for the SDL program would be the same whether it is located at Valley View or South View. In other words, core program costs remain consistent regardless of location. However, placement does affect how efficiently staffing and course offerings can be sustained.

Financial considerations are being evaluated alongside instructional quality, student experience, and long-term sustainability. While budget and finances are an important component of the decision, they are not the sole determining factor. The district's goal is to ensure that the SDL program—regardless of location—is positioned for long-term success while maintaining a strong, balanced middle school experience for all students.

Building Capacity

Importantly, neither site presents a lack of commitment or capacity. Rather, the differences reflect how each school's current structures, programmatic complexity, and scheduling realities intersect with the specific demands of a dual language program. Edina's approach—listening carefully to feedback and weighing cultural fit alongside logistics—is aligned with national guidance that stresses the importance of placing dual language programs where they can be fully supported by leadership, staff, and systems.

South View and Valley View can serve approximately 1,000 to 1,100 students. Nearly all classrooms at both sites are currently at full utilization.

While the SDL program would not significantly increase overall enrollment at the host site, its addition could place pressure on available classroom space and make it more challenging to serve all programs within a single facility. South View currently includes 44 classrooms and 8 flexible learning spaces, while Valley View has 36 classrooms and 7 flexible spaces. If additional capacity is needed, a range of operational options exists to address space constraints, including limiting open enrollment, sharing classroom spaces, reconfiguring existing spaces, and adjusting scheduling or program placement. These options provide flexibility to respond to space needs while continuing to support high-quality programming for all students.

Both sites also offer longer-term expansion potential. Undeveloped grassy areas — located on the northeast corner of South View and the southeast corner of Valley View — could accommodate building additions that would yield classroom space should enrollment or programming demands require it.

Transportation

As the district considers where to locate the SDL program at the middle school level, it is important for families to understand how transportation factors into the decision and what it would mean for students in practice.

From a transportation standpoint, both Valley View Middle School and South View Middle School are viable options. There are no significant transportation barriers associated with placing the program at either site, and the district's transportation team is confident they can successfully support the program in either location.

Valley View Middle School currently operates under a citywide transportation model, with buses already serving students from across Edina. As a result, placing the SDL program at Valley View would require only minor adjustments to existing routes. Most buses have available capacity, and while some trip times may need to be fine-tuned, this option would involve no major system changes and little to no budget impact. From a transportation perspective, Valley View would be the most efficient option.

South View Middle School primarily serves students residing east of Highway 100. Locating the SDL program at South View would require expanding transportation routes beyond their current service area. This can be accomplished successfully but would involve additional route planning and some rerouting of existing trips, which could be somewhat disruptive during the initial adjustment period. There may also be a modest increase in mileage and fuel costs; however, the transportation team anticipates these costs would be manageable and have minimal overall impact on the district's transportation budget.

It is also important to note that the current SDL program student population is evenly distributed across both middle school attendance areas. Of the students currently enrolled in the program at Countryside Elementary, 90 would typically attend South View and 91 would attend Valley View. Many of these students already attend schools outside their neighborhood attendance areas, further supporting the feasibility of either location from a transportation equity perspective.

In summary, transportation does not present a significant obstacle for either option. Valley View offers greater efficiency due to its existing transportation structure, while South View would require additional planning and route adjustments. The Transportation Department is prepared to support the SDL program wherever it is ultimately located, and transportation is one of several important factors being considered in the decision-making process.

Middle School Teaming and Why it Matters

Teaming is often described as the "secret sauce" of a high-performing middle school. It creates a smaller, supportive community within a larger school environment.

Rather than feeling like one of more than 1,000 students navigating the halls, each child is placed on a dedicated team designed to know them well and support their success.

Each team—often identified by fun, creative names like St. Croix, Itasca, or Great Lakes—shares a common group of core teachers for Science, Reading, Language Arts, Social Studies, and some exploratory courses. Because students move through these classes together, they develop stronger relationships, deeper friendships, and a greater sense of belonging.

Teaming also creates an important built-in safety net for students. Teachers are not working in isolation; they meet multiple times each week to collaborate and discuss the specific needs of the students on their team. If a student is excelling in Science but struggling in Math, teachers work together to understand why and determine how best to support that learner.

In addition, teams plan shared activities and learning experiences, further strengthening connections among students and reinforcing a sense of community. The result is a middle school experience where students feel known, supported, and connected—academically and socially.

South View Specific Placement Considerations

Middle School Teaming and Structure

If the SDL program were placed at South View, existing middle school teaming structures could be sustained by maintaining two SDL program sections per grade level, which aligns with the program's current size. This approach allows teams to remain intact and supports consistent collaboration among teachers—a key middle school practice linked to student engagement, academic monitoring, and social-emotional support.

Benefits of Locating the SDL Program at South View

Placing the SDL program at South View would distribute highly sought-after World Language Dual Immersion opportunities across both middle schools, reinforcing the district's commitment to equitable access to specialized programming. This balance signals that advanced and immersive learning opportunities are valued across the district, not concentrated at a single site.

Sibling Logistics

Some Countryside Elementary parents / guardians raised concerns about the potential for siblings to attend different middle schools if the SDL program is located at South View. Currently, 15 SDL students have fourth and fifth grade siblings that are scheduled to attend Valley View.

Valley View Specific Placement Considerations

Teachers and administrators have been thoughtful and transparent in raising questions and concerns about how the addition of another specialized program could affect the overall student experience. These concerns included the potential impact on the amount of course offerings that could be provided, increased scheduling and staffing complexity, and the ability to sustain strong instructional teams across the school.

Research indicates that schools operating multiple programmatic models must have sufficient flexibility and capacity to implement new programs with fidelity, without limiting exploratory coursework, collaborative teaming, or access to student services. Feedback from Valley View reflects a clear understanding of these conditions and raises legitimate concerns about whether introducing an additional program there could be positioned for sustained, long-term success.

Multiple Immersion Programs at One Site

Valley View currently hosts the Extended French program. Adding the SDL program would result in two comprehensive immersion programs within the same middle school, increasing the complexity of core middle school structures such as teaming, scheduling, and equitable access to exploratory courses and/or electives. National best practices emphasize that schools supporting multiple specialized programs must be especially attentive to preserving heterogeneous learning experiences and ensuring equitable access to opportunities for all students.

Teaming Considerations

Dual Language programs require teachers who are both fluent in the target language and licensed in the content areas they teach. At Valley View, this already results in cross-grade teaching assignments—particularly in social studies—which can limit teachers' ability to fully participate in consistent, grade-level teams. Adding the SDL program would increase the number of students and staff operating on specialized schedules, further expanding cross-grade teaching assignments. Over time, this would make it more difficult to sustain strong, consistent teaming across all content areas. As a result, teaming would need to be reduced or limited to fewer subjects, weakening one of the foundational instructional structures that supports effective middle school learning.

De Facto Tracking

The specialized scheduling required for dual language immersion programs can result in students frequently being grouped together throughout the day. While this has some benefits, it can also unintentionally reduce the diversity of peer interactions and learning experiences.

Adding a second dual language immersion program at Valley View would increase the number of unique schedules and would further reduce heterogeneity across classes. The school currently works to mitigate this through advisory, electives, and whole-school activities, but additional dual language and/or immersion enrollment would intensify this challenge.

Middle School Skills
At Valley View, immersion students currently do not take the Middle School Skills course in sixth grade in order to accommodate a world language instructional block. This course is designed to support students' development of organization, study strategies, and self-advocacy—skills that are especially critical during the transition to middle school. If additional dual language and/or immersion students were added, a greater number of students would forgo this course, which provides Tier 1 support, and fewer sections of Middle School Skills would be staffed overall. While Valley View works to embed these skills within immersion social studies classes when possible, this approach cannot fully replicate the depth and consistency of a dedicated Middle School Skills course.

Exploratory / Electives and STEAM Programming
At Valley View, seventh-grade immersion students currently replace one STEAM elective—either Family and Consumer Sciences or Engineering—with a world language instructional block. As a result, immersion students have fewer STEAM learning experiences, and Valley View staffs fewer STEAM sections overall compared to South View. Adding the SDL program would increase the number of students affected by this scheduling structure, further reducing overall STEAM enrollment and creating additional staffing challenges. Some STEAM teaching assignments could shift to part-time positions or require educators to manage multiple course preparations, which can make positions more difficult to staff and sustain at a consistently high level.

Master Schedule Complexity and Staffing Sustainability
The current Extended French program creates a complex master schedule that includes cross-grade teaching, reduced elective pathways for immersion students, and careful protection of small-enrollment courses (i.e. Chinese). Adding the SDL program would further reduce scheduling flexibility, increase interdependence across staffing decisions, and expand the number of non-standard student schedules.

For long-term sustainability, placing the SDL program at Valley View would require clear district guidelines around minimum enrollment, staffing protections for immersion programs, and ongoing district-level support to ensure stability despite enrollment or staffing changes.

Student Schedule Examples

South View Middle School Examples:

The examples below illustrate how the SDL program might integrate into the standard middle school structure if placed at South View Middle School:

- **Core Academic Integration:** In all three examples, SDL students would take their Social Studies course in Spanish.
- **Language Development:** The traditional World Language block would typically be replaced by a dedicated Spanish Language Arts course to ensure continued biliteracy development.
- **Preserved Experiences:** The examples highlight that, unlike the current constraints at the other site, SDL students at South View would maintain access to critical transition and exploratory courses, such as:
    - The **6th-grade Middle School Skills** course.
    - The full suite of **7th-grade STEAM electives**, including Engineering and Family and Consumer Sciences (FACS).
    - Standard core subjects like Math, Science, and English Language Arts.

6th Grade Example: 6th Grade Sample Schedules - Typical vs SDL at SVMS
7th Grade Example: 7th Grade Sample Schedules - Typical vs SDL at SVMS
8th Grade Example: 8th Grade Sample Schedules - Typical vs SDL at SVMS

Valley View Middle School Examples:

The examples below illustrate how the SDL program might integrate into the standard middle school structure if placed at Valley View Middle School:

- **The 6th Grade "Drop":** To fit the required Spanish Language Arts block, SDL students at Valley View must **forgo the Middle School Skills course**. While staff attempt to embed these organizational and study skills into immersion Social Studies, they cannot replicate the depth of the dedicated course.
- **The 7th Grade STEAM Challenge:** Students at this grade level must **drop either Family and Consumer Sciences (FACS) or Engineering** to accommodate their language blocks. This results in significantly fewer STEAM learning experiences compared to their peers.
- **8th Grade Alignment:** By 8th grade, the schedules align more closely with traditional students, as all students begin taking a full block of World Language at that level.
- **Structural Impacts:** The examples highlight the teaming implications, where the need for specialized immersion staffing often requires teachers to work across multiple grade levels, which weakens the collaborative "teaming" model and increases the risk of "de facto tracking".

VVMS Immersion Schedules / Notes

In Summary:
Both South View and Valley View are capable of supporting the SDL program, and both have expressed commitment to multilingual education. The primary differences lie not in enthusiasm, but in how each school's existing structure intersects with the demands of a dual language program.

South View offers greater flexibility to integrate the SDL program while preserving core middle school structures, while Valley View's existing immersion model introduces additional complexity related to teaming, scheduling, course access, and staffing sustainability. These considerations are central to ensuring the program's long-term success and to maintaining a high-quality middle school experience.

As a district, Edina Public Schools remain committed to ensuring that wherever the SDL program is housed, it will be supported with strong administrative leadership, intentional planning, and the resources needed to sustain high-quality bilingual education. Cultural fit and leadership readiness are not about whether a school can host a program, but about ensuring the program—and the students it serves—can truly thrive.

Middle School Placement Survey

A middle school placement survey was administered to assess priorities for each stakeholder group. The survey was sent to SDL staff, SDL parents, and staff at both middle schools. A total of 165 responses were collected - 113 parents, 49 staff members, plus 3 others (role not specified).

Parent Priorities:

- Most Countryside parents/guardians prefer Valley View, citing the "One Countryside" philosophy and the fact that it is the natural feeder school from Countryside. A smaller number prefer South View, often because they have concerns about overcrowding at Valley View or because they don't want the SDL program co-located with French Immersion.

SDL Elementary Boundary School/Middle School Feeder School Representation:

Boundary Elementary School	Number of Students	Feeder Middle School
Concord	42	South View
Cornelia	39	South View
Countryside	55	Valley View
Creek Valley	36	Valley View
Highlands	9	South View

**One student is open enrolled, does not have a boundary school*

Normandale Elementary Boundary School/Middle School Feeder School Representation:

Boundary Elementary School	Number of Students	Feeder Middle School
Concord	191	South View
Cornelia	114	South View
Countryside	124	Valley View
Creek Valley	134	Valley View
Highlands	72	South View

Continuous Progress (CP) Elementary Boundary School/Middle School Feeder School Representation:

Boundary Elementary School	Number of Students	Feeder Middle School
Concord	38	South View
Cornelia	20	South View
Countryside	22	Valley View
Creek Valley	13	Valley View
Highlands	114	South View

Key Themes from Parents and Employees

Parent Priorities

Keeping Countryside Students Together
Parents expressed concern about separating the SDL program students from their neighborhood peers during the middle school years. This emerged as the most emotionally charged issue across parent feedback, reflecting the importance families place on continuity.

Social Continuity and Peer Relationships
This concern is amplified by the relatively small size of the SDL program cohorts. Families noted that students have built meaningful friendships across programs through Kids Club, athletics, and shared activities, and they value maintaining these cross-program connections into middle school.

Sibling Logistics
Some Countryside Elementary parents / guardians raised concerns about the potential for siblings to attend different middle schools if the SDL program is located at South View.

Need for Early and Transparent Communication
Parents emphasized the importance of clear, concrete plans being communicated well in advance—ideally before students reach sixth grade—to allow families adequate time to plan and prepare.

Employee Priorities

Overall Staff Preference

A majority of employees expressed a preference for locating the SDL program at South View. Staff cited the fact that Valley View already hosts French Immersion and noted that adding a second language immersion program there could exacerbate scheduling, staffing, and student access to exploratory/elective coursework. A smaller number of employees supported Valley View, pointing to continuity and the building's existing immersion language experience.

Equitable Distribution of Immersion Programs

Employees frequently framed program placement as an equity issue, expressing concern that housing both French and Spanish immersion programs at one middle school could create inequities for students at both sites.

Impact on World Language Programming at Valley View

World language teachers reported that French Immersion has already significantly reduced enrollment and FTE—particularly in Spanish. Staff expressed concern that adding the SDL program at Valley View would further diminish course offerings and staffing stability.

Exploratory Course Access and Equity

Staff noted that Valley View students already have fewer exploratory/elective course options than students at South View due to the scheduling demands of French Immersion. There was concern that adding the SDL program would further widen this disparity.

Scheduling Complexity and Student Tracking

Employees highlighted that immersion programs introduce master scheduling constraints and can inadvertently track students, limiting flexibility, course access, and the overall middle school experience.

Staffing Stability and Displacement

Staff expressed concern that adding the SDL program teaching positions could reduce FTE for existing teachers in other exploratory courses, world languages, and other departments, potentially impacting morale and program continuity.

Importance of Staff Readiness and Buy-In

Employees consistently emphasized that the success of the SDL program depends on the readiness and commitment of the receiving school's staff. Without strong staff buy-in, they cautioned, the program would face challenges regardless of location.

VI. Areas Requiring More Evaluation

Heritage Speaker Enrollment
Heritage speakers currently represent 11.4% of enrollment for the 2025–26 school year. The program is working toward a long-term target of 30–50% through expanded Cultural Liaison outreach and strengthened enrollment verification processes.

Program Fidelity
Observation protocols are currently in development. Classroom walkthroughs will begin once these protocols are finalized (see p. 7).

Biliteracy Assessment
The district is evaluating comprehensive biliteracy proficiency assessment tools, including AAPL and STAMP(e), to complement existing STAR data and provide a more complete picture of student language development (see pp. 6–7).

Staffing Pipeline
Continued attention to recruitment and retention will be essential as the program expands.

SDL Planning and Acceleration
Planning is ongoing to ensure the SDL program design supports appropriate acceleration for students in grades 4–5 while remaining aligned with district English-Language programming.

Long-Term Program Development
As the program expands beyond the elementary level, sustained attention to language acquisition and program design will be critical. Long-term success will require intentional E–12 vertical alignment and dedicated expertise in bilingual program coordination to ensure consistent, high-quality implementation as students transition to middle and high school.

Considerations for Future Program Expansion
While interest in the Spanish Dual Language program remains strong across the district, additional discussion and thoughtful consideration are needed before any decision is made to expand beyond the current two-section model. Stakeholders have also expressed interest in exploring aligned preschool or early learning immersion opportunities, which would require careful study and coordination.

Any potential expansion would be intentionally phased, with students entering the program at Kindergarten and progressing cohort by cohort through the elementary grades before transitioning to middle school. This approach would provide a minimum of six years to thoughtfully plan, prepare, and invest in staffing, facilities,

professional learning, curricular alignment, and transition supports to ensure a high-quality experience and a seamless pathway from elementary to middle school.

Before pursuing expansion, it will be essential to engage families, staff, and community members in deeper dialogue and analysis to assess educational readiness, enrollment sustainability, fiscal implications, and long-term program integrity. In particular, the exploration of early learning or preschool immersion would require shared clarity around purpose, capacity, and alignment with district early learning priorities.

These conversations will help ensure that any future growth of the program is deliberate, responsive to stakeholder interest, and aligned with the district's commitment to excellence, equity, and long-term stewardship of resources.

VII. Site Recommendation

Recommendation for Middle School Placement: South View Middle School
After a comprehensive assessment involving staff, parents, administrators, and national best practices, the district recommends **South View Middle School (SVMS)** as the site for the Spanish Dual Language (SDL) program. While both middle schools expressed a commitment to supporting multilingual learners, South View offers the structural flexibility and programmatic stability necessary for the SDL program—and its students—to thrive long-term.

Preserving the Middle School Experience
A primary factor in this recommendation is the preservation of the "teaming" model, which is the foundational support system of Edina's middle schools. Placing the program at South View allows for the maintenance of two SDL sections per grade level within traditional grade-level teams. This structure ensures students remain part of a smaller, supportive community while having full access to core academic monitoring and social-emotional support. Conversely, housing the program at Valley View—which already hosts the Extended French program—would necessitate increased cross-grade teaching assignments and complex scheduling that would weaken these critical teaming structures.

Ensuring Equitable Course Access
The recommendation for South View prioritizes student access to a greater range of exploratory and STEAM coursework. Evidence from the current immersion model at Valley View shows that if the program was placed there, students would have a greater likelihood of missing out on exploratory and/or elective courses like Engineering and Family and Consumer Sciences.

Programmatic Stability and District-Wide Equity
Placing the SDL program at South View reinforces the district's commitment to equitable access by distributing high-demand immersion opportunities across both middle schools. Staff feedback highlighted that concentrating both French and Spanish immersion at a single site could create systemic inequities and exacerbate "de facto tracking," where immersion students are grouped together for most of the

day, reducing the diversity of their peer interactions. South View's capacity allows for a more heterogeneous learning environment and prevents the staffing instability that would likely occur at Valley View if existing world language and elective positions were further reduced.

Addressing Community Continuity
We recognize the strong "One Countryside" sentiment among many SDL families who value social continuity and neighborhood feeder patterns. However, since the current SDL student population is evenly distributed across both middle school attendance areas (90 students for South View and 91 for Valley View), South View represents a balanced choice that serves the district's long-term sustainability goals.

Conclusion
While both schools are capable of hosting the program, the primary difference lies in the complexity of the master schedule and the impact on the overall student experience. South View Middle School provides the most robust environment to integrate the SDL program without sacrificing the essential elements of a high-quality middle school education.

VIII. Program Timeline

2015: Birth to Grade-5 Study Recommendation: Add STEM/STEAM and Language Programming to Elementary

September. 2018: Morris Leatherman Community Phone Survey (Findings: Add STEM, Talent Development and Language Options to Elem)

February. 2021: Board Presentation: Admin Recommendation to Pursue a Language program

May 2021: Design Team established

May 2021: Research initiated

June 2021: Guiding Change (parameters) finalized with the board

July - August 2021: Research Magnet programs

August - September 2021: Site Work teams define site proposals

August - October 2021: Language and STEAM Design Team meetings

October 2021: ThoughtExchange conducted with over 200 staff, 100 students and 100 parents, Student Focus Groups, School Board Presentation

October 11 2021: Present a board update on Elementary Magnet Programming process

October 19, 2021: Present recommendations for Elementary Magnet Programming

November 2021: Staff presentations of Design Team Findings at each Elementary school and ELC followed by Q and A

November 2021: Second Staff Meeting, Parent Leadership Meeting followed by Q & A

November 30, 2021: Seeking Board Approval for Elementary Magnet Programming Recommendations

January 2022: Begin registration process for Spanish Language Program

January - October 2022: Complete design process for construction, hiring, materials review, staff training.

August 2022: First kindergarten classrooms open

2023 and 2024: Annual reports provided to the Board, highlighting student achievement growth and the overall health of the dual language program.

August 2025: SDL established as a 2025-26 strategic focus area

September 2025: New middle school stakeholder taskforce established

October 2025: Staff and Family Spanish Dual Language Advisory Committee established

December 2026: Targeted, dual language professional development provided for teachers

February 2026: Targeted, dual language professional development provided for teachers

May 2026: Middle school site recommendation is made to the school board

IX. Appendix

School Board Reports:
2021 - 2024: Compilation of Board Reports
September 2025: Spanish Dual Language Program Assessment
January 2026: Spanish Dual Language Mid-Year Update

Research Studies:
2015: Birth to Grade-5 Study Recommendation: Add STEM/STEAM and Language Programming to Elementary.

September 2018: Morris Leatherman Community Phone Survey (Findings: Add STEM, Talent Development and Language Options to Elem)

July-August 2021: Research Magnet programs

October 2021: ThoughtExchange conducted with over 200 staff, 100 students and 100 parents, Student Focus Groups, School Board Presentation

Other Documents:
2025 SDL Staff and Parent Survey Results

6th Grade Sample Schedules - Typical vs SDL at SVMS

Sample 6th Grade Schedule (Typical Student)

	A Day		B Day	
	Semester 1	Semester 2	Semester 1	Semester 2
Period 1	Math		Language Arts	
Period 2				
Period 3	Reading		Social Studies	
Period 4				
Period 5	World Language		Science	
Period 6	Art			
Period 7	Music Selection		STEAM Elective	
Period 8	PE		Middle School Skills	

Core Block
Elective Block

Sample 6th Grade Schedule (SDL Student)

	A Day		B Day	
	Semester 1	Semester 2	Semester 1	Semester 2
Period 1	Math		Language Arts	
Period 2				
Period 3	Reading		Social Studies (in Spanish)	
Period 4				
Period 5	Spanish Language Arts		Science	
Period 6				
Period 7	Music Selection		STEAM Elective	
Period 8	PE		Middle School Skills	

Core Block / SDL Core Block
Elective Block

7th Grade Sample Schedules - Typical vs SDL at SVMS

Sample 7th Grade Schedule (Typical Student)

	A Day		B Day	
	Semester 1	Semester 2	Semester 1	Semester 2
Period 1	Language Arts		Math	
Period 2				
Period 3	Fine Arts Selection			
Period 4	PE		World Language	
Period 5	Social Studies (in Spanish)		Science	
Period 6				
Period 7	Health	FACS	Engineering	Art
Period 8				

Core Block
Elective Block

Sample 7th Grade Schedule (SDL Student)

	A Day		B Day	
	Semester 1	Semester 2	Semester 1	Semester 2
Period 1	Language Arts		Math	
Period 2				
Period 3	Fine Arts Selection		Spanish Language Arts	
Period 4	PE			
Period 5	Social Studies (in Spanish)		Science	
Period 6				
Period 7	Health	FACS	Engineering	Art
Period 8				

Core Block / SDL Core Block
Elective Block

8th Grade Sample Schedules - Typical vs SDL at SVMS

Sample 8th Grade Schedule (Typical Student)

	A Day		B Day	
	Semester 1	Semester 2	Semester 1	Semester 2
Period 1	PE	Elective 1	Elective 2	Elective 3
Period 2				
Period 3	Math		Language Arts	
Period 4				
Period 5	Social Studies		Science	
Period 6				
Period 7	World Language		Engineering	Media/Visual Arts
Period 8				

Core Block
Elective Block

Sample 8th Grade Schedule (SDL Student)

	A Day		B Day	
	Semester 1	Semester 2	Semester 1	Semester 2
Period 1	PE	Elective 1	Elective 2	Elective 3
Period 2				
Period 3	Math		Language Arts	
Period 4				
Period 5	Social Studies (in Spanish)		Science	
Period 6				
Period 7	Spanish Language Arts		Engineering	Media/Visual Arts
Period 8				

Core Block / SDL Core Block
Elective Block

VVMS Immersion Schedules / Notes

6th Grade VVMS Schedule for…

A Traditional Language Student

	A Day		B Day	
	Sem 1	Sem 2	Sem 1	Sem 2
Period 1	Math		Language Arts	
Period 2				
Period 3	Reading		Social Studies	
Period 4				
Period 5	Middle School Skills		Science	
Period 6	World Language *~~Chinese~~, French, ~~Latin~~, Spanish			
Period 7	Music Selection		STEAM Elective	
Period 8	PE		Art	FACS

Core Block
Elective Block
***World Language Note if French and Spanish were at the same site.**

- **Chinese -** Sixth grade student enrollment numbers for the last two (2) years were 15 and 12 respectively.
- **Latin -** Sixth grade student enrollment numbers for the last two (2) years were 12 and 14 respectively.
- **Why?** There are 90+ Extended French students who do not take a traditional World Language.

An Immersion Student (EF or SDL)

	A Day		B Day	
	Sem 1	Sem 2	Sem 1	Sem 2
Period 1	Math		Language Arts	
Period 2				
Period 3	Reading		Social Studies (in Spanish or French)	
Period 4				
Period 5	Spanish OR French Language Arts		Science	
Period 6				
Period 7	Music Selection		STEAM Elective	
Period 8	PE		Art	FACS

Core Block / SDL Core Block
Elective Block
***Drop Note** - Sixth grade immersion students at Valley View currently drop Middle School Skills to take their French block (core classes).

- **Impact?** Adding 50+ Dual Language students will likely reduce Chinese & Latin numbers below a sustainable number and require elimination of certain programming.

8th Grade VVMS Schedule for…

A Traditional Language Student

	A Day		B Day	
	Sem 1	Sem 2	Sem 1	Sem 2
Period 1	PE	Elective 1	Elective 2	Elective 3
Period 2				
Period 3	Math		Language Arts	
Period 4				
Period 5	Social Studies		World Language *~~Chinese~~, *French*, *~~Latin~~*, *Spanish*	
Period 6				
Period 7	Science		Engineering	Media/ Visual Arts
Period 8				

Core Block
Elective Block
*See note under sixth grade schedule example.

An Immersion Student (EF or SDL)

	A Day		B Day	
	Sem 1	Sem 2	Sem 1	Sem 2
Period 1	PE	Elective 1	Elective 2	Elective 3
Period 2				
Period 3	Math		Language Arts	
Period 4				
Period 5	Social Studies (in Spanish or French)		Spanish OR French Language Arts	
Period 6				
Period 7	Science		Engineering	Media/ Visual Arts
Period 8				

Core Block / SDL Core Block
Elective Block

***Drop Note** - Eighth grade is the first year where traditional language students take a block of World Language. This means Immersion students do not need to drop a class to fit their world language class.

Teaming implications of having both French and Spanish at the same sie:

Ideally, a team in a middle school would include all CORE teachers (Language Arts, Math, Science, and Social Studies). Teams function at their best when these teachers share kids and can meet on a consistent basis to discuss student needs. Immersion scheduling weakens teaming because it creates unique staffing requirements, especially with Social Studies. Having two (2) immersion programs at a single site would essentially remove social studies teachers from teams. It is also very difficult to team math, so Valley View teams would only consist of a Science teacher and LA teacher, whereas South View teams would continue to function and provide the middle school supports that benefit students.

Social Studies visual:

12 sections of Social Studies per grade

- No Immersion Teacher Schedule - Perfect Teaming -- Science, LA, and Math would look the same.

7th Grade Social Studies Teacher (member of 1 team)	7th Grade Social Studies Teacher (member of 1 team)	8th Grade Social Studies Teacher (member of 1 team)	8th Grade Social Studies Teacher (member of 1 team)

	A Day	B Day
Period 1	Regular Social Studies 7	Regular Social Studies 7
Period 2		
Period 3	Regular Social Studies 7	Regular Social Studies 7
Period 4		
Period 5	Prep	Prep
Period 6		
Period 7	Regular Social Studies 7	Regular Social Studies 7
Period 8		

	A Day	B Day
Period 1	Regular Social Studies 7	Regular Social Studies 7
Period 2		
Period 3	Regular Social Studies 7	Regular Social Studies 7
Period 4		
Period 5	Prep	Prep
Period 6		
Period 7	Regular Social Studies 7	Regular Social Studies 7
Period 8		

	A Day	B Day
Period 1	Prep	Prep
Period 2		
Period 3	Regular Social Studies 8	Regular Social Studies 8
Period 4		
Period 5	Regular Social Studies 8	Regular Social Studies 8
Period 6		
Period 7	Regular Social Studies 8	Regular Social Studies 8
Period 8		

	A Day	B Day
Period 1	Prep	Prep
Period 2		
Period 3	Regular Social Studies 8	Regular Social Studies 8
Period 4		
Period 5	Regular Social Studies 8	Regular Social Studies 8
Period 6		
Period 7	Regular Social Studies 8	Regular Social Studies 8
Period 8		

- Immersion Teacher Schedule - Cross Teaming, which can make it harder to serve and support students

7th Grade Social Studies Teacher (member of 1 team)

	A Day	B Day
Period 1	Regular Social Studies 7	Regular Social Studies 7
Period 2		
Period 3	Regular Social Studies 7	Regular Social Studies 7
Period 4		
Period 5	Prep	Prep
Period 6		
Period 7	Regular Social Studies 7	Regular Social Studies 7
Period 8		

7th & 8th Grade EF Social Studies Teacher (member of 2 teams)

	A Day	B Day
Period 1	French Social Studies 7	Prep
Period 2		
Period 3	French Social Studies 7	French Social Studies 8
Period 4		
Period 5	Prep	French Social Studies 8
Period 6		
Period 7	French Social Studies 7	French Social Studies 8
Period 8		

7th & 8th Grade Social Studies Teacher (member of 2 teams)

	A Day	B Day
Period 1	Prep	Regular Social Studies 7
Period 2		
Period 3	Regular Social Studies 8	Regular Social Studies 7
Period 4		
Period 5	Regular Social Studies 8	Prep
Period 6		
Period 7	Regular Social Studies 8	Regular Social Studies 7
Period 8		

8th Grade Social Studies Teacher (member of 1 team)

	A Day	B Day
Period 1	Prep	Prep
Period 2		
Period 3	Regular Social Studies 8	Regular Social Studies 8
Period 4		
Period 5	Regular Social Studies 8	Regular Social Studies 8
Period 6		
Period 7	Regular Social Studies 8	Regular Social Studies 8
Period 8		

VII.B.	Preliminary Budget - Fiscal Year 2027	**Speaker(s):** Mert Woodard, Director of Finance and Operations

Edina Public Schools
DEFINING EXCELLENCE

Board Meeting Date: 6/8/2026

Title: Preliminary Budget – Fiscal Year 2027

Type: Consent

Presenter(s): Mert Woodard – Director, Finance & Operations

Description: The preliminary budget for fiscal year 2027 was developed using audited financial data from fiscal year 2025, year-to-date activity of fiscal year 2026, estimates of year end results for fiscal year 2026, the certified property tax levy for taxes payable in 2026, and forecasts of future activity per the assumptions of the administration. Estimates of the aid the District anticipates receiving from the state are derived from Minnesota education laws 2025 and known information from the to be concluded 2026 legislative session. The budget that is formally recommended to the School Board for approval estimates an 11.07 percent fund balance at the end of fiscal year 2027, in-line with Board policy 702 and in-line with preliminary estimates presented to the Board throughout the 2025-2026 school year

The recommended revised budget for 2026 and preliminary budget for 2027 is below:

	Fiscal Year 2026 Final Revised Budget	Fiscal Year 2027 Preliminary Budget
Revenues & Financing Sources:		
General Fund	$ 174,043,496	$ 180,867,730
Food Service Fund	5,265,078	5,400,520
Community Service Fund	14,343,368	14,713,482
Building-Construction Fund	2,836,805	9,095,000
Debt Service Fund	32,005,393	19,103,379
Internal Service Fund	910,000	910,000
Total Revenues & Other Financing Sources	**229,404,140**	**230,090,111**
Expenditures & Financing Uses:		
General Fund	$ 167,744,022	$ 173,794,198
Food Service Fund	5,108,082	5,171,080
Community Service Fund	14,262,408	14,429,692
Building-Construction Fund	8,208,672	50,000
Debt Service Fund	31,627,003	18,670,900
Internal Service Fund	910,000	910,000
Total Expenditures & Other Financing Uses	**$ 227,860,187**	**$ 213,025,870**

Recommendation: Adopt the District administration's recommended budget revision for fiscal year 2026 and preliminary budget for fiscal year 2027.

Desired Outcomes from the Board: Approval of the District administration's recommended action, compliance with District policy 701, and compliance with Minn. Stat. § 123B.77 Subd. 4.

Attachments:

1. **Preliminary Budget - Fiscal Year 2027**

VII.C. Proposed 2026-2028 Collective Bargaining Agreement Between Independent School District 273 and the Edina Professional Association of Support Staff (EPASS)	**Speaker(s):** Sonya Sailer, Executive Director of Human Resources; and Mert Woodard, Director of Finance and Operations

Board Meeting Date: 6/8/2026

Title: Proposed 2026-2028 Collective Bargaining Agreement Between Independent School District 273 and the Edina Professional Association of Support Staff (EPASS)

Type: Action

Presenter(s): Sonya Sailer, Executive Director of Human Resources; Mert Woodard, Director of Finance and Operations

Description: The School District's EPASS employees have ratified a tentative agreement for a two-year contract effective July 1, 2026 through June 30, 2028. The proposed terms and conditions of employment are reflected in the attached agreement with underlined font used to represent new language and strikethrough font used to show language to be removed from the contract as a part of the tentative agreement. All changes are shaded in yellow. Financial highlights of the proposed agreement include:

1. Step advancement for eligible employees in both years of the agreement;
2. A three (3) percent improvement to the wage schedule in the first year of the agreement and a four (4) percent increase in the second year;
3. A wage schedule modification to reduce the L10 longevity step to L7 and the L20 longevity step to L17 beginning in the first year of the agreement;
4. A $50.00 per month increase to the school district's contribution towards health insurance beginning on January 1, 2027 with an additional $75.00 monthly increase on January 1, 2028;
5. A $15.00 per month increase to the school district's contribution towards dental insurance beginning on January 1, 2027; and
6. A July 1, 2026 sunset date was added to the agreement's severance provision.

The two-year total package for this proposed agreement is $8,609,208, which represents an increase of $608,657. Using the Minnesota School Board Association's costing formula, the two-year percentage increase is 7.61%. This amount is within the School Board's financial parameters for this collective bargaining agreement. Dr. Bittman supports the recommendation.

Recommendation: Approve the proposed 2026-2028 collective bargaining agreement.

Attachments:

1. DRAFT underlined/strikethrough version of proposed 2026-2028 EPASS agreement.
2. Final clean copy of the proposed 2026-2028 EPASS agreement.



AGREEMENT

INDEPENDENT SCHOOL DISTRICT NO. 273

EDINA PUBLIC SCHOOLS

AND THE

EDINA PROFESSIONAL ASSOCIATION OF SUPPORT STAFF (EPASS)

JULY 1, 2026 THROUGH JUNE 30, 2028

Approved by the ISD 273 School Board _____.

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1. PURPOSE

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

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

2. DEFINITIONS

2.1 Definitions

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

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

2.1.2 Ten-Month Employees are defined as all employees that are assigned by the Employer to work for ten-months of each year. A typical work year for a ten-month employee includes two-hundred ten (210) duty days, inclusive of nine (9) paid holidays. Ten-month employees also receive extra compensation as provided in Subsection 5.2. Ten-month employees will meet with their supervisor to complete a duty day calendar at the beginning of each school year. It is expected that ten-month employees will work on all student contact days with limited exception.

2.1.3 Nine-Month Employees are defined as all employees that are assigned by the Employer to work for nine-months of each year. A typical work year for a nine-month employee includes one-hundred

ninety (190) duty days, inclusive of nine (9) paid holidays. Nine-month employees also receive extra compensation as provided in Section 5.2. Nine-month employees will meet with their supervisor to complete a duty day calendar at the beginning of each school year. It is expected that nine-month employees will work on all student contact days with limited exception.

2.1.4 Experience Credit for each employee will be determined as of July 1 each year. An employee hired prior to January 1 will be given credit for one (1) year of experience.

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

3. MANAGEMENT RIGHTS

3.1 Authority of the Employer

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

3.2 Provisions Contrary to Law

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

4. ASSOCIATION RIGHTS

4.1 Recognition

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

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

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

4.2 Dues Check-Off

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

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

4.3 School Buildings and Facilities

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

4.4 Board Agenda

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

4.4.1 Seniority List The current seniority list will be made available to the Association within fifteen (15) working days of any changes.

4.5 Information

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

4.6 Released Time for Association Activities

The Association will be allowed up to a total of ten (10) days annually to be used by officers or agents of the Association. The Association agrees to notify the Superintendent or designee, no less than five (5) business days in advance of the date for intended use of this leave. The cost of Association representative wages is equally borne by the Employer and the Association. The Association agrees to reimburse the Employer within thirty (30) calendar days of the absence.

5. COMPENSATION

5.1 Hourly Wage Schedule

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

Effective July 1, ~~2024~~ 2026 through June 30, ~~2025~~ 2027:

Step	Class A	Class B	Class D	Class E
1	$26.92	$25.84	$24.83	$23.66
2	$27.42	$26.30	$25.09	$24.01
3	$28.15	$27.33	$25.70	$24.54
4	$29.66	$28.54	$26.67	$25.16
5	$31.77	$30.51	$27.26	$26.19
L7	$32.73	$31.51	$28.14	$27.11
L17	$35.18	$33.49	$30.94	$29.84

All eligible employees will advance one (1) step on the above wage schedule as of July 1, ~~2024~~ 2026.

Effective July 1, ~~2025~~ 2027 through June 30, ~~2026~~ 2028:

Step	Class A	Class B	Class D	Class E
1	$28.00	$26.87	$25.82	$24.61
2	$28.52	$27.35	$26.09	$24.97
3				

	$29.28	$28.42	$26.73	$25.52
4	$30.85	$29.68	$27.74	$26.17
5	$33.04	$31.73	$28.35	$27.24
L7	$34.04	$32.77	$29.27	$28.19
L17	$36.59	$34.83	$32.18	$31.03

All eligible employees will advance one (1) step on the above wage schedule as of July 1, ~~2025~~ 2027.

5.2 Extra Compensation for Nine and Ten-Month Employees

Nine and ten-month employees will receive extra compensation annually based on their years of service in the EPASS unit. A nine or ten-month employee's extra compensation is calculated by multiplying their hourly rate by their regularly scheduled daily hours, multiplied by the service multiplier listed on the chart below. The extra compensation is provided in installments spread evenly over an employee's annual pay periods. If an employee terminates employment prior to the end of their contract year, they will receive a prorated amount of the extra compensation up to their last date of employment.

Years of Service in EPASS Unit	Nine-Month Employee Service Multiplier	Ten-Month Employee Service Multiplier
1-6	5	7
7	6	8
8	6	9
9	6	10
10	6	11
11	6	12
12+	6	13

5.3 Initial Wage Placement and Continuous Service Criteria for Longevity Steps L7~~10~~ and L17~~20~~

Credit may be given for appropriate outside experience when determining initial wage placement. New employees with appropriate experience may be placed on steps 1 through 5 with approval of the Executive Director of Human Resources, or designee. Wage step placement will be determined as of July 1 of each year.

5.3.1 L7~~1~~0 Longevity Step New employees in EPASS positions are not eligible to be placed on the L7~~1~~0 longevity step during their first year in the position. If an employee has appropriate experience qualifying them for an initial wage placement at step 5, and the employee has six (6) ~~nine (9)~~ years of continuous service with the Employer before their EPASS position, then they must complete one (1) year at step 5 before being eligible for placement on the L7~~1~~0 longevity step.

5.3.2 L17~~2~~0 Longevity Step New employees in EPASS positions are not eligible to be placed on the L17~~2~~0 longevity step during their first year in the position. If an employee has appropriate experience qualifying them for an initial wage placement at step 5, and the employee has sixteen (16) ~~nineteen (19)~~ years of continuous service with the Employer before their EPASS position, then they must complete one (1) year at step 5 before being eligible for placement on the L17~~2~~0 longevity step.

Refer to subsection 5.5 (Reemployment after Voluntary Separation) for details on initial wage placement and continuous service criteria for employees originally hired before October 1, 2012, who are returning to employment after voluntarily separating.

Refer to subsection 8.9 (Reemployment after Layoff) for details on initial wage placement and continuous service criteria for employees who originally hired before October 1, 2012, who are returning to employment after layoff.

5.4 Performance-Based Incentive

An amount up to $400.00 per full-time employee has been set aside for ~~2024-2025~~ 2026-2027 and ~~2025-2026~~ 2027-2028 for the implementation of a performance-based incentive. The Employer will communicate timelines and process to applicable supervisors, after review with the Association President. The amount of an employee's incentive will be based on the achievement of individual goals as determined by their supervisor. Part-time employees are eligible for a prorated performance-based incentive.

5.5 Reemployment after Voluntary Separation

This paragraph applies to an employee, reemployed after July 1, 2008, who is reemployed by the Employer after separation from employment (1) due to voluntary resignation that occurred without cause; and (2) reemployed within five (5) years of the separation date with the Employer. The employee will have previously completed years of service

with the Employer reinstated to a maximum of five (5) years. Reinstatement of years of service only applies toward the length of service required to reach a longevity step, tax-deferred matching contribution, and vacation benefits. Step placement is governed by Subsection 5.3 of the Agreement.

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

5.6 Pay Periods

Twelve-month employees are paid twice monthly, on the fifteenth and the thirtieth day of each month. If the fifteenth (15th) or the thirtieth (30th) day of the month fall on a weekend or holiday, then employees will be paid on the preceding business day.

A ten-month employee has the option of twenty-one (21) or twenty-four (24) pay periods. A nine-month employee has the option of nineteen (19) or twenty-four (24) pay periods. An employee must make this election prior to July 1 or at the time of initial employment. The initial payday for ten-month employees is August 30 and for nine-month employees is September 15, assuming hours were worked in the prior pay period. Nine and ten-month employees are paid twice monthly during their applicable pay periods, on the fifteenth and the thirtieth day of the month. If the fifteenth (15th) or the thirtieth (30th) day of the month fall on a weekend or holiday, then employees will be paid on the preceding business day.

5.7 Retirement Contribution Plans

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

5.7.1 Approved Plans The employee's contribution plans must be district-approved and subject to applicable provisions of Minnesota Statutes and IRS Codes and any amendments thereto. A list of eligible plans is available on the district's website and in the business office. The employee is responsible for making all arrangements required with the vendor to ensure that proper payment can be made by the Employer.

5.7.2 Eligibility for Matching Salary Deduction for Tax-Deferred 403(b) Matching Contribution Plan An employee is eligible to participate in the tax-deferred 403(b) matching

contribution plan if (1) the employee has completed five (5) years of service with the Employer and (2) the employee is assigned to work twenty (20) hours or more per week. The Employer contribution is not payable unless the employee authorizes a matching salary reduction up to the amount they are eligible to receive under Subsection 12.7.3.

5.7.3 Employer Contribution for Tax-Deferred 403(b) Matching Contribution Plan The amount of the Employer contribution will be two (2) percent of the employee's annual base salary as specified in Section 5.1.

6. RECLASSIFICATION

6.1 Reclassification

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

6.2 Changes in Pay Equity Evaluation Systems

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

7. JOB OPENINGS

7.1 Notice of Job Openings

The Employer will post on its website for seven (7) business days non-temporary job openings not filled by reassignment. All postings will be posted for internal and external candidates simultaneously. All postings submitted by 12:00 p.m. will count as the first business day. Qualifications for any opening are those listed in the Employer's official job description.

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

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

7.2 Application for Job Openings

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

An internal applicant not hired for a position shall be informed by the hiring agent of the specific reason(s) why they were not chosen. An employee promoted from a lower classification to a higher classification shall receive an immediate hourly wage increase.

8. LAYOFF AND RECALL

8.1 Recognition

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

8.2 Definitions

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

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

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

8.3 Seniority Date

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

8.4 Displacement Rights

8.4.1 Written Notice of Layoff An employee whose position is being eliminated or reduced from full-time to part-time will be

sent written notice via email and U.S. mail of the position elimination or reduction from full-time to part-time no fewer than fourteen (14) calendar days before the last working day in the current position. The Department of Human Resources will send a copy of the notice to the representative designated by the Association at the same time it is sent to the affected employee.

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

8.4.2 Written Displacement Request The affected employee must submit a written request to displace to the Department of Human Resources within seven (7) calendar days of the affected employee's receipt of notice of layoff.

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

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

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

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

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

classification.

8.4.5 Displaced Employees Each subsequently displaced employee may elect to displace using the process in Section 8.4.4. The displaced employee must submit a written request to displace to the Department of Human Resources within seven (7) calendar days of the displaced employee's notice of displacement.

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

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

8.5 Reduction to Part-time

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

8.6 Changes in Assignment

In the event that an employee's position is eliminated, or reduced to part-time as defined in Section 8.2.2, and another position is available within the employee's current classification for which the employee has the necessary skills and qualifications as determined by the Employer, the Employer will transfer the employee to that assignment. An employee in this situation is not entitled to displace any other employee regardless of seniority.

8.7 Layoff Application

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

8.8 Recall

An employee will be recalled by seniority for a position within the same or a lower classification held prior to layoff for which are

qualified. Seniority between classifications is in accordance with the chart in Section 8.4.6.

8.8.1 Recall Notice If a position becomes available for an employee who is on layoff, the Employer will mail by U.S. Mail a notice of recall to the recalled employee and Association President. The employee has ten (10) calendar days from the date this notice is mailed to accept reemployment. If an employee does not believe they are qualified for the vacant position, they may submit in writing to the Department of Human Resources reasons the employee believes they are not qualified. This written submission must be made to Department of Human Resources within five (5) business days of being contacted by the Employer. If the employee's written acceptance of the available position is not received by the Department of Human Resources within the ten (10) calendar day period, the employee has waived recall to the position then available.

The employer will provide training to recalled employees unless the employee is recalled to their original position.

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

8.9 Reemployment after Layoff

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

9. DUTY DAYS, HOURS, AND OVERTIME

9.1 Duty Days

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

religious holidays.

9.2 Regular Workweek

Forty (40) hours, exclusive of thirty (30) minute lunch periods, constitutes the regular workweek. There are two (2) paid break periods of fifteen (15) minutes each during each workday consisting of eight (8) or more hours. The specific hours of work and break times for an individual employee are established by the employee's immediate supervisor. The workweek begins at 12:01 a.m. on Sunday and concludes at midnight on the following Saturday.

9.3 Overtime and Compensatory Time

An employee will be paid at one and one-half (1.5) times the regular rate for all hours worked at the Employer's request in excess of forty (40) hours in any workweek. Authorized sick leave and holiday pay is considered time worked for the purpose of computing overtime. An employee required to work on a Sunday or scheduled holiday is paid two (2) times the regular rate of pay for this time worked.

With mutual agreement between the Employer and the employee, an employee will accrue compensatory time for all hours worked in excess of forty (40) hours at the rate of one and one-half (1.5) hours in lieu of overtime payment.

The Employer may offer compensatory time off in lieu of overtime pay, to the extent authorized by law. An employee is not required to accept compensatory time in lieu of overtime pay. Compensatory time will be calculated as described above. An employee's scheduling of compensatory time is subject to approval by the employee's supervisor. If the Employer chooses to offer compensatory time in lieu of overtime pay, the employee may choose to bank the time as compensatory time. The immediate supervisor shall keep appropriate records of all compensatory time earned and provide such records to the Human Resources Department to be loaded into the Employer's electronic leave system for use by the employee.

An employee may accrue a maximum of forty (40) hours of compensatory time at any given time. Once the forty (40) hour limit has been reached, the employee shall be paid monetary overtime for all hours of overtime work beyond the forty (40) hour limit. Compensatory time may not be used after June 15 or carried over from one fiscal year to the next. Any accrued compensatory time remaining on June 16 will automatically be paid to the employee on the June 30 payroll.

Upon separation from the District, an employee will be paid for all supervisor-approved and unused compensatory time.

9.4 Replacement Pay

An employee assigned on a temporary basis to an EPASS position in a higher classification for a period of more than three (3) consecutive working days is compensated at the higher rate of pay retroactive to the first day of the assignment. Step placement for the temporary assignment corresponds with the step placement of the employee's normal assignment.

Except in cases of emergency, an employee has the right to refuse to work outside of the EPASS unit. An employee asked to perform the work of an employee outside of the unit for a period of more than three (3) consecutive working days may request consideration for a pay rate different from the employee's regular pay rate. The Employer's decision to permit or deny the employee's request is not subject to the grievance and arbitration procedure.

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

9.5 Emergency/Weather Closing

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

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

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

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

10. VACATIONS AND HOLIDAYS

10.1 Vacations for Twelve-Month Employees

A twelve-month employee will be provided paid vacation time as described below. A scheduled holiday that falls within an employee's vacation period is not counted as a vacation day. An employee hired after July 1 will receive a prorated number of vacation days. Payment

for vacation taken or paid in excess of that which was earned will be deducted from the employee's pay.

The specific period of vacation is subject to the approval of the employee's supervisor. An employee may carry up to eleven (11) days of vacation from one fiscal year to the next.

Provided that an employee notifies the Employer in writing a minimum of ten (10) duty days in advance of intent to resign, an employee will be paid for unused, earned vacation. The maximum number of vacation days accumulated at the time employment is severed is eleven (11) carryover days plus vacation earned in the last fiscal year of employment.

A twelve-month, part-time employee receives pro rata vacation.

Years of Service	**Twelve-Month Employees** **Number of Vacation Days** (Hours shown are for an 8-hour per day Employee)
1-2	10 (80)
3-4	13 (104)
5-8	16 (128)
9	17 (136)
10	18 (144)
11-12	19 (152)
13	20 (160)
14-19	22 (176)
20 and above	25 (200)

10.2 Holidays

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

11. LEAVES AND ABSENCES

11.1 Basic Leave Allowance

An employee receives a basic leave allowance of one (1) working day (equal to regular daily hours) per month for absence without deduction from pay. An employee working less than eight (8) hours per day receives basic leave on a prorated basis.

The basic leave allowance may be used for sick leave, family illness

leave, personal leave and religious observance leave under the terms and conditions set forth in this Section. The leave is requested using the Employer's electronic leave system. This leave is deducted from the employee's accumulated basic leave allowance. Basic leave not used during any fiscal year accumulates without limit.

11.1.1 Sick Leave An employee may use one (1) day of accumulated basic leave allowance for each day of absence due to illness or injury. An employee who has been absent may be required to present a statement from a physician verifying an illness and certifying that the employee has recovered sufficiently to return to normal duties. An employee absent more than five (5) consecutive working days must present this certification. If the Employer requires a certification for an absence of less than six (6) 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 (5) consecutive working days, an employee will be responsible for paying the cost of the physician's examination unless the Employer requires examination by a specified physician, in which instance the Employer will be responsible for paying the cost of the examination.

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

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

11.1.2 Family Illness Leave An employee may use accumulated basic leave in a fiscal year for serious illness of the employee's spouse, children, parents, or any relative or non-relative living in the employee's household in accordance with state or federal law.

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

illness or injury.

11.1.3 Bereavement Leave For a death in the immediate family up to five (5) days of accumulated basic leave may be used per incident. The immediate family includes spouse, children, parents, brother, sister, grandparents, in-laws of a similar degree of relationship, or any relative or non-relative living in the employee's household. For death or illness in other than the immediate family, up to three days of leave allowance may be used per incident.

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

11.1.4 Personal Leave An employee may use up to four (4) days of accumulated basic leave during a fiscal year for personal leave. No more than two (2) days will be taken consecutively unless approved by the employee's direct supervisor. The specific reason for the requested leave does not have to be given.

Requests for personal leave must be submitted via the Employer's electronic leave system to the employee's immediate supervisor at least three (3) duty days in advance except in cases of extreme emergency.

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

11.1.5 Religious Holiday Observance Leave

Up to three (3) days leave shall be granted to an employee for required religious holiday observance. Such days must be recognized religious holidays and shall not be permitted for circumstances where personal alternative attendance options exist. These days shall be deducted from the basic leave allowance. Notification must be submitted to the Human Resources Department via the Employer's electronic leave system at least two (2) weeks prior to such absence.

11.2 Emergency Sick Leave Bank (ESLB)

The Employer and Association have developed an emergency sick leave bank (ESLB) for qualifying employees who have exhausted all paid leave options including basic leave, vacation, workers' compensation (if

applicable), and any other state and/or federal paid leave programs. Employees may apply for days from the ESLB when they are experiencing or will experience a medical emergency, or their immediate family member is experiencing or will experience a medical emergency. A "medical emergency" is defined as a medical condition of the employee (or their immediate family member) that will require the prolonged absence of the employee, including intermittent absences that are related to the same medical condition, from duty and will result in a substantial loss of income to the employee because the employee has or will have exhausted all forms of paid leave.

An eligible employee must use all forms of paid leave before accessing donated leave from the ESLB. There is a mandatory five (5) day waiting period before an eligible employee can access donated leave.

Examples:

Eligible employee has fifteen (15) days of paid leave. They can access donated leave starting from the sixteenth (16th) day of their absence.

Eligible employee has three (3) days of paid leave. They will use their three (3) days of paid leave for the first three (3) days of their absence. They will be on unpaid leave from days four (4) through five (5). They can access donated leave starting from the sixth (6th) day of their absence.

The medical condition must be recognized by the mainstream medical community to be deemed an eligible medical condition for the ESLB program. The ESLB will be filled by donations made by other unit employees to support colleagues experiencing such circumstances.

Employees will be notified of the open enrollment for participation in the ESLB at the beginning of employment. Employees who wish to participate in the ESLB are required to donate one (1) basic leave day within thirty (30) days of their start date with the Employer. Employees who choose not to participate in the ESLB at the time of hire can only join during the month of September for the upcoming school year. To do so, they must donate one (1) basic leave day on or before September 30 of that year.

When an employee separates from the School District, they have the option to donate the lesser of: 1) one-half of the amount of paid leave they would be entitled to accrue during the fiscal year in which the donation is made; or 2) the number of hours remaining in the fiscal year (as of the date of the donation) for which they are scheduled to work and receive pay ~~any earned and unused basic leave to the ESLB~~.

All donations to the ESLB are confidential and nonrefundable. Once a day is donated, an employee cannot retract or reclaim the donated basic leave for any reason.

If at any point the ESLB is not self-sustaining, the Employer and Association may request additional donations. Employees that did not donate at the beginning of their employment may choose to participate at that time by donating one (1) basic leave day within the open enrollment period. Open enrollment may be allowed at other times with the mutual agreement of the Employer and Association.

Recipient Eligibility. Membership will be open to all regularly contracted unit employees. An employee who has exhausted all forms of paid leave may apply for leave from the ESLB for a medical emergency, as defined above, by submitting an application and a medical certification from the employee or immediate family member's treating physician to the Human Resources Department. Employees may not begin to use sick leave from the ESLB until the Employer has approved the application. No application will be approved if the ESLB does not contain donated days of leave. The Employer will inform the Association when an application for sick leave from the ESLB has been approved.

No employee may withdraw more than sixty-five (65) consecutive days from the ESLB. After sixty-five (65) days, an employee must be approved for long-term disability or return to work. No employee may withdraw more than one hundred ten (110) days during their career with the Employer unless the Employer and the Association agree to a greater number of days for a life-threatening medical emergency. No employee may withdraw days from the ESLB for use on non-contract days.

Employees will immediately become ineligible for the ESLB if they become eligible to receive long-term disability benefits, workers' compensation, state and/or federal paid leave benefits, or other pay or other benefits in place of any part of their salary.

11.3 Parental Leave

An employee is eligible to request a leave of absence without pay for a period of up to twelve (12) months for childcare. The employee will submit an application for parental leave at least sixty (60) calendar days before the leave is to begin. The sixty (60) day notice requirement may be waived when an emergency makes this notice impossible. Childcare begins at a date agreed upon between the Employer and the employee. Failure to return to work upon expiration of a leave of absence results in termination of employment. The employee will be reinstated to the employee's original job or to a

clerical position with no reduction of monthly pay and retains all seniority and leave benefits accrued prior to taking the leave of absence.

11.4 Family, Medical, and Parental Leave

An eligible employee may be entitled to up to twelve (12) weeks of unpaid leave per twelve-month period consistent with law and the terms of the Employer's leave policy and procedure, as it may be amended from time to time at the sole discretion of the Employer. Leaves taken under other Sections that also qualify as leave under the federal and state Family Medical Leave Act and provisions are coordinated and taken simultaneously.

11.5 Leave of Absence Without Pay

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

11.6 Judicial Leave

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

11.7 Substitutes During Leaves of Absence

If a twelve-month employee is granted a leave of absence of less than one (1) year or a ten-month or nine-month employee is granted a leave of absence less than a work year, their position will be filled with a temporary employee who will be discharged without rights to Section 8 or Section 11.1. An employee granted this duration of leave is returned to their previous position so long as that position still exists. A position vacant due to the above-mentioned type of leave of absence may be filled by the Employer without posting the position; however, if the employee on leave of absence does not return to work, the temporary employee will be terminated, and the position must be posted at that time. If there is no available position, then this

employee would invoke displacement procedure described in Section 8.4.

11.8 Incentive Leave

An employee earns one (1) unrestricted incentive leave day with pay if they complete the full prior fiscal year without using any leave allowance for sick leave, family illness leave, or personal leave, as provided for in Sections 11.1, 11.2, 11.4, and 11.5 of this Agreement. This incentive leave day may be used upon three days written notice to the employee's supervisor. This day may not accumulate from one fiscal year to the next.

11.9 Superintendent's Discretionary Leave

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

12. INSURANCE BENEFITS

12.1 Group Insurance Policies

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

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

12.2 Hospitalization-Medical Insurance

An eligible employee may participate in the Employer's hospitalization-medical insurance plan. The Employer will contribute the following amounts toward the monthly premium of each employee enrolled in the coverages available.

Type of Coverage	**Monthly Employer Contribution** As of January 1, 2025	**Monthly Employer Contribution** As of January 1, 2027	**Monthly Employer Contribution** As of January 1, 2028
Single	$725	$775	$850
Single + One	$805	$855	$930
Family	$1,048	$1,098	$1,173

An employee will contribute, through payroll deduction, any excess monthly premium remaining after the Employer's contribution toward the type of coverage for which the employee is enrolled. Employees who are receiving wage replacement benefits under the provisions of the Workers' Compensation Act or long-term disability insurance remain eligible for the Employer contribution for hospitalization-medical insurance.

12.3 Dental Insurance

An eligible employee may participate in the Employer's dental plan. The Employer will contribute the following amounts toward the monthly premium of each employee enrolled in the coverage~~s~~ available.

Type of Coverage	**Monthly Employer Contribution** As of January 1, 2025	**Monthly Employer Contribution** As of January 1, 2027
Single	$25	$40
Single + One	$25	$40
Family	$25	$40

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

12.4 Life Insurance

An eligible employee may participate in the Employer's group term life insurance program and will be insured for an amount equal to the whole number of thousands in annual base salary. The Employer pays the entire premium for coverage. An eligible employee may apply for supplemental group term life insurance according to the Employer's current life insurance plan.

12.5 Accidental Death and Dismemberment Coverage

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

12.6 Long-Term Disability Insurance

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

12.7 Flexible Benefits Plan

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

13. DISCIPLINE AND DISCHARGE

13.1 Probationary Period

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

13.2 Discipline and Discharge

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

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

13.3 Representative and Employee's Personnel File

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

Any disciplinary action beyond an oral warning will be part of the

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

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

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

14. GRIEVANCES AND ARBITRATION

14.1 Grievance

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

14.2 First Step

An employee or group of employees with a grievance will meet with the immediate supervisor within ten (10) business days after becoming aware of the incident giving rise to the grievance, in an attempt to resolve the grievance. If the parties are unable to resolve the grievance within five (5) scheduled working days of the meeting, the grievance will be denied. The employee may appeal the grievance to the second step. Failure to timely appeal will constitute a waiver of the grievance.

14.3 Second Step

An employee who is not satisfied with the disposition of the grievance of the first step will file a written statement of the grievance with the Director of Human Resources within ten (10) scheduled working days

following the meeting with the supervisor. The written statement must be dated and signed by the employee and/or the exclusive representative and will set forth the facts and state the provisions of this Agreement allegedly violated. The employee and/or exclusive representative and the Director of Human Resources will meet and attempt to resolve the grievance within five (5) scheduled working days after filing of the written grievance with the Director of Human Resources. If the grievance is resolved, the written terms of resolution will be signed by both parties. If no resolution is reached within five (5) scheduled working days after the grievance was filed with the Director of Human Resources, the grievance will be denied. The employee may appeal the grievance to the third step. Failure to timely submit the grievance to the third step will constitute a waiver of the grievance.

14.4 Third Step

An employee who is not satisfied with the disposition of the grievance at the second step will file a copy of the written statement of the grievance with the Superintendent within ten (10) scheduled working days following the completion of the second step. The employee and/or exclusive representative and the Superintendent or designee will meet and attempt to resolve the grievance. If the grievance is resolved, the written terms of resolution will be signed by both parties. If no resolution is reached, the grievance will be denied. The Association may submit the grievance to arbitration. Failure to timely file a written notice of intent to arbitrate will constitute a waiver of the grievance.

14.5 Submission to Arbitration

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

14.6 Jurisdiction and Authority of Arbitrator

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

upon oath by the arbitrator.

14.7 Representation

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

14.8 Time Limitations

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

14.9 Arbitrator's Decision

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

14.10 Expenses

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

14.11 Grievance Mediation

Upon the completion of the third step, either party may request grievance mediation provided by the Bureau of Mediation Services ("BMS") if there is mutual agreement to do so. In the event grievance

mediation does not result in resolution of the grievance, the Association may file with the Superintendent a written notice of intention to arbitrate not more than fifteen (15) scheduled business days after the Mediator declares the grievance mediation unsuccessful. Decisions by either party as to its participation in the grievance mediation process may not be presented in arbitration.

15. MISCELLANEOUS

15.1 Professional ~~Staff~~ Development

An employee shall attend and satisfactorily complete all training and professional development programs assigned by the Employer. An employee or the Employer may request specific training, or the Employer may require specific training. Reimbursement for training is subject to the prior approval of the Employer. Attendance at approved training will be granted without loss of pay.

15.2 Personnel Files

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

15.3 Employee Severance Pay at Retirement

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

An employee ~~member~~ hired prior to July 1, 2026 and who has reached at least sixty-two (62) years of age will receive severance pay for up to twenty (20) years of continuous service to the Employer in the amount $250 for each year. The employee must have a minimum of fifteen (15) years working for the Employer, ten (10) of which are in the unit. A payment will be made to the employee's 403B account at the end of the fiscal year on June 30. The account must be with an investment company from the approved list of companies with the Employer.

An EPASS employee who does not currently have a retirement investment account with the Employer will be required to complete and submit the 'Salary Reduction Agreement – Retirement Plans' form. This form is located on the Employer website and must be completed and submitted by

June 1st of the fiscal year to the payroll department before the retirement severance payment can be made.

The total payment to an employee will not exceed $5,000.00.

15.4 Labor-Management Committee

The Employer and Association agree to the creation of a Labor-Management Committee ("Committee") for the purpose of developing a cooperative relationship between the parties through open dialogue and joint problem solving. The Committee will meet quarterly, unless both parties agree to meet more or less often. The Executive Director of Human Resources and Association President will jointly schedule quarterly meeting dates and times prior to July 1 of the fiscal year. Each party will select up to three (3) representatives to attend Committee meetings. The number of Committee members may be expanded by mutual agreement of the Employer and Association. The Employer will provide the facilities for Committee meetings.

16. DURATION AND RENEGOTIATION OF AGREEMENT

16.1 Term of Agreement

This Agreement becomes effective July 1, ~~2024~~ 2026 and continues in full force and effect to and including June 30, ~~2026~~ 2028, and annually thereafter, except as modified or terminated in accordance with the provisions of this Section.

16.2 Effect of Agreement

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

16.3 Termination or Modification

Either party desiring to terminate or modify this Agreement must notify the other party in writing at least sixty (60) days but not more than ninety (90) days prior to June 30, ~~2026~~ 2028, or at least sixty (60) days but not more than (90) days prior to June 30 of any year thereafter. A notice of desire to modify this Agreement will set forth proposed modifications sought by the party and all clauses of this Agreement for which no modification is sought are renewed automatically.

16.4 Negotiations During Term

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

17. DOCUMENT AUTHORIZATION

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

INDEPENDENT SCHOOL DISTRICT NO. 273

Karen Gabler, Board Chair

Erica Allenburg, Board Clerk

Dated this __ day of June 2026.

EDINA PROFESSIONAL ASSOCIATION OF SUPPORT STAFF (EPASS)

Jennifer Jouppi, President

Pam Berling, Vice President

Dated this __ day of June 2026.

APPENDIX A

POSITION CLASSIFICATIONS

CLASSIFICATION A

Departmental Specialist, Classification A
Facilities Scheduler
Principal's Administrative Assistant

CLASSIFICATION B

Departmental Specialist, Classification B
Welcome Center Specialist

CLASSIFICATION D

Office Assistant, Classification D

CLASSIFICATION E

Due Process Specialist
Office Assistant, Classification E
Media Assistant

Edina Public Schools

DEFINING EXCELLENCE

AGREEMENT

INDEPENDENT SCHOOL DISTRICT NO. 273

EDINA PUBLIC SCHOOLS AND THE EDINA PROFESSIONAL ASSOCIATION OF SUPPORT STAFF (EPASS)

JULY 1, 2026 THROUGH JUNE 30, 2028

Approved by the ISD 273 School Board _____.

Accessibility Compliant

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1. PURPOSE

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

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

2. DEFINITIONS

2.1 Definitions

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

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

2.1.2 Ten-Month Employees are defined as all employees that are assigned by the Employer to work for ten-months of each year. A typical work year for a ten-month employee includes two-hundred ten (210) duty days, inclusive of nine (9) paid holidays. Ten-month employees also receive extra compensation as provided in Subsection 5.2. Ten-month employees will meet with their supervisor to complete a duty day calendar at the beginning of each school year. It is expected that ten-month employees will work on all student contact days with limited exception.

2.1.3 Nine-Month Employees are defined as all employees that are assigned by the Employer to work for nine-months of each year. A typical work year for a nine-month employee includes one-hundred ninety (190) duty days, inclusive of nine (9) paid holidays. Nine-month employees also receive extra compensation as provided in Section 5.2. Nine-month employees will meet with their supervisor to complete a duty day calendar at the beginning of

each school year. It is expected that nine-month employees will work on all student contact days with limited exception.

2.1.4 Experience Credit for each employee will be determined as of July 1 each year. An employee hired prior to January 1 will be given credit for one (1) year of experience.

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

3. MANAGEMENT RIGHTS

3.1 Authority of the Employer

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

3.2 Provisions Contrary to Law

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

4. ASSOCIATION RIGHTS

4.1 Recognition

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

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

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

4.2 Dues Check-Off

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

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

4.3 School Buildings and Facilities

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

4.4 Board Agenda

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

> **4.4.1** Seniority List The current seniority list will be made available to the Association within fifteen (15) working days of any changes.

4.5 Information

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

4.6 Released Time for Association Activities

The Association will be allowed up to a total of ten (10) days annually to be used by officers or agents of the Association. The Association agrees to notify the Superintendent or designee, no less than five (5) business days in advance of the date for intended use of this leave. The cost of Association representative wages is equally borne by the Employer and the Association. The Association agrees to reimburse the Employer within thirty (30) calendar days of the absence.

5. COMPENSATION

5.1 Hourly Wage Schedule

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

Effective July 1, 2026 through June 30, 2027:

Step	Class A	Class B	Class D	Class E
1	$26.92	$25.84	$24.83	$23.66
2	$27.42	$26.30	$25.09	$24.01
3	$28.15	$27.33	$25.70	$24.54
4	$29.66	$28.54	$26.67	$25.16
5	$31.77	$30.51	$27.26	$26.19
L7	$32.73	$31.51	$28.14	$27.11
L17	$35.18	$33.49	$30.94	$29.84

All eligible employees will advance one (1) step on the above wage schedule as of July 1, 2026.

Effective July 1, 2027 through June 30, 2028:

Step	Class A	Class B	Class D	Class E
1	$28.00	$26.87	$25.82	$24.61
2	$28.52	$27.35	$26.09	$24.97
3	$29.28	$28.42	$26.73	$25.52
4	$30.85	$29.68	$27.74	$26.17
5	$33.04	$31.73	$28.35	$27.24
L7	$34.04	$32.77	$29.27	$28.19
L17	$36.59	$34.83	$32.18	$31.03

All eligible employees will advance one (1) step on the above wage schedule as of July 1, 2027.

5.2 Extra Compensation for Nine and Ten-Month Employees

Nine and ten-month employees will receive extra compensation annually based on their years of service in the EPASS unit. A nine or ten-month employee's extra compensation is calculated by multiplying their hourly rate by their regularly scheduled daily hours, multiplied by the service multiplier listed on the chart below. The extra compensation is provided in installments spread evenly over an employee's annual pay periods. If an employee terminates employment prior to the

end of their contract year, they will receive a prorated amount of the extra compensation up to their last date of employment.

Years of Service in EPASS Unit	Nine-Month Employee Service Multiplier	Ten-Month Employee Service Multiplier
1-6	5	7
7	6	8
8	6	9
9	6	10
10	6	11
11	6	12
12+	6	13

5.3 Initial Wage Placement and Continuous Service Criteria for Longevity Steps L7 and L17

Credit may be given for appropriate outside experience when determining initial wage placement. New employees with appropriate experience may be placed on steps 1 through 5 with approval of the Executive Director of Human Resources, or designee. Wage step placement will be determined as of July 1 of each year.

5.3.1 L7 Longevity Step New employees in EPASS positions are not eligible to be placed on the L7 longevity step during their first year in the position. If an employee has appropriate experience qualifying them for an initial wage placement at step 5, and the employee has six (6) years of continuous service with the Employer before their EPASS position, then they must complete one (1) year at step 5 before being eligible for placement on the L7 longevity step.

5.3.2 L17 Longevity Step New employees in EPASS positions are not eligible to be placed on the L17 longevity step during their first year in the position. If an employee has appropriate experience qualifying them for an initial wage placement at step 5, and the employee has sixteen (16) years of continuous service with the Employer before their EPASS position, then they must complete one (1) year at step 5 before being eligible for placement on the L17 longevity step.

Refer to subsection 5.5 (Reemployment after Voluntary Separation) for details on initial wage placement and continuous service criteria for employees originally hired before October 1, 2012, who are returning to employment after voluntarily separating.

Refer to subsection 8.9 (Reemployment after Layoff) for details on initial wage placement and continuous service criteria for employees who originally hired before October 1, 2012, who are returning to employment after layoff.

5.4 Performance-Based Incentive

An amount up to $400.00 per full-time employee has been set aside for 2026-2027 and 2027-2028 for the implementation of a performance-based incentive. The Employer will communicate timelines and process to applicable supervisors, after review with the Association President. The amount of an employee's incentive will be based on the achievement of individual goals as determined by their supervisor. Part-time employees are eligible for a prorated performance-based incentive.

5.5 Reemployment after Voluntary Separation

This paragraph applies to an employee, reemployed after July 1, 2008, who is reemployed by the Employer after separation from employment (1) due to voluntary resignation that occurred without cause; and (2) reemployed within five (5) years of the separation date with the Employer. The employee will have previously completed years of service with the Employer reinstated to a maximum of five (5) years. Reinstatement of years of service only applies toward the length of service required to reach a longevity step, tax-deferred matching contribution, and vacation benefits. Step placement is governed by Subsection 5.3 of the Agreement.

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

5.6 Pay Periods

Twelve-month employees are paid twice monthly, on the fifteenth and the thirtieth day of each month. If the fifteenth (15th) or the thirtieth (30th) day of the month fall on a weekend or holiday, then employees will be paid on the preceding business day.

A ten-month employee has the option of twenty-one (21) or twenty-four (24) pay periods. A nine-month employee has the option of nineteen (19) or twenty-four (24) pay periods. An employee must make this election prior to July 1 or at the time of initial employment. The initial payday for ten-month employees is August 30 and for nine-month employees is September 15, assuming hours were worked in the prior pay period. Nine and ten-month employees are paid twice monthly during their applicable pay periods, on the fifteenth and the thirtieth day of the month. If the fifteenth (15th) or the thirtieth (30th) day of the month fall on a weekend or holiday, then employees will be paid on the preceding business day.

5.7 Retirement Contribution Plans

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

5.7.1 Approved Plans The employee's contribution plans must be district-approved and subject to applicable provisions of Minnesota Statutes and IRS Codes and any amendments thereto. A list of eligible plans is available on the district's website and in the business office. The employee is responsible for making all arrangements required with the vendor to ensure that proper payment can be made by the Employer.

5.7.2 Eligibility for Matching Salary Deduction for Tax-Deferred 403(b) Matching Contribution Plan An employee is eligible to participate in the tax-deferred 403(b) matching contribution plan if (1) the employee has completed five (5) years of service with the Employer and (2) the employee is assigned to work twenty (20) hours or more per week. The Employer contribution is not payable unless the employee authorizes a matching salary reduction up to the amount they are eligible to receive under Subsection 12.7.3.

5.7.3 Employer Contribution for Tax-Deferred 403(b) Matching Contribution Plan The amount of the Employer contribution will be two (2) percent of the employee's annual base salary as specified in Section 5.1.

6. RECLASSIFICATION

6.1 Reclassification

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

6.2 Changes in Pay Equity Evaluation Systems

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

7. JOB OPENINGS

7.1 Notice of Job Openings

The Employer will post on its website for seven (7) business days non-temporary job openings not filled by reassignment. All postings will be posted for internal and external candidates simultaneously. All postings submitted by 12:00 p.m. will count as the first business day. Qualifications for any opening are those listed in the Employer's official job description.

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

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

7.2 Application for Job Openings

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

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

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

8. LAYOFF AND RECALL

8.1 Recognition

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

8.2 Definitions

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

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

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

8.3 Seniority Date

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

8.4 Displacement Rights

8.4.1 Written Notice of Layoff An employee whose position is being eliminated or reduced from full-time to part-time will be sent written notice via email and U.S. mail of the position elimination or reduction from full-time to part-time no fewer than fourteen (14) calendar days before the last working day in the current position. The Department of Human Resources will send a copy of the notice to the representative designated by the Association at the same time it is sent to the affected employee.

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

8.4.2 Written Displacement Request The affected employee must submit a written request to displace to the Department of Human Resources within seven (7) calendar days of the affected employee's receipt of notice of layoff.

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

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

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

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

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

8.4.5 Displaced Employees Each subsequently displaced employee may elect to displace using the process in Section 8.4.4. The displaced employee must submit a written request to displace to the Department of Human Resources within seven (7) calendar days of the displaced employee's notice of displacement.

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

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

8.5 Reduction to Part-time

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

8.6 Changes in Assignment

In the event that an employee's position is eliminated, or reduced to part-time as defined in Section 8.2.2, and another position is available within the employee's current classification for which the employee has the necessary skills and qualifications as determined by the Employer, the Employer will transfer the employee to that assignment. An employee in this situation is not entitled to displace any other employee regardless of seniority.

8.7 Layoff Application

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

8.8 Recall

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

8.8.1 Recall Notice If a position becomes available for an employee who is on layoff, the Employer will mail by U.S. Mail a notice of recall to the recalled employee and Association President. The employee has ten (10) calendar days from the date this notice is mailed to accept reemployment. If an employee does not believe they are qualified for the vacant position, they may submit in writing to the Department of Human Resources reasons the employee believes they are not qualified. This written submission must be made to Department of Human Resources within five (5) business days of being contacted by the Employer. If the employee's written acceptance of the available position is not received by the Department of Human Resources within the ten (10) calendar day period, the employee has waived recall to the position then available.

The employer will provide training to recalled employees unless the employee is recalled to their original position.

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

8.9 Reemployment after Layoff

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

9. DUTY DAYS, HOURS, AND OVERTIME

9.1 Duty Days

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

9.2 Regular Workweek

Forty (40) hours, exclusive of thirty (30) minute lunch periods, constitutes the regular workweek. There are two (2) paid break periods of fifteen (15) minutes each during each workday consisting of eight (8) or more hours. The specific hours of work and break times for an individual employee are established by the employee's immediate supervisor. The workweek begins at 12:01 a.m. on Sunday and concludes at midnight on the following Saturday.

9.3 Overtime and Compensatory Time

An employee will be paid at one and one-half (1.5) times the regular rate for all hours worked at the Employer's request in excess of forty (40) hours in any workweek. Authorized sick leave and holiday pay is considered time worked for the purpose of computing overtime. An employee required to work on a Sunday or scheduled holiday is paid two (2) times the regular rate of pay for this time worked.

With mutual agreement between the Employer and the employee, an employee will accrue compensatory time for all hours worked in excess of forty (40) hours at the rate of one and one-half (1.5) hours in lieu of overtime payment.

The Employer may offer compensatory time off in lieu of overtime pay, to the extent authorized by law. An employee is not required to accept compensatory time in lieu of overtime pay. Compensatory time will be calculated as described above. An employee's scheduling of compensatory time is subject to approval by the employee's supervisor. If the Employer chooses to offer compensatory time in lieu of overtime pay, the employee may choose to bank the time as compensatory time. The immediate supervisor shall keep appropriate records of all compensatory time earned and provide such records to the Human Resources Department to be loaded into the Employer's electronic leave system for use by the employee.

An employee may accrue a maximum of forty (40) hours of compensatory time at any given time. Once the forty (40) hour limit has been reached, the employee shall be paid monetary overtime for all hours of overtime work beyond the forty (40) hour limit. Compensatory time may not be used after June 15 or carried over from one fiscal year to the next. Any accrued compensatory time remaining on June 16 will automatically be paid to the employee on the June 30 payroll.

Upon separation from the District, an employee will be paid for all supervisor-approved and unused compensatory time.

9.4 Replacement Pay

An employee assigned on a temporary basis to an EPASS position in a higher classification for a period of more than three (3) consecutive working days is compensated at the higher rate of pay retroactive to the first day of the assignment. Step placement for the temporary assignment corresponds with the step placement of the employee's normal assignment.

Except in cases of emergency, an employee has the right to refuse to work outside of the EPASS unit. An employee asked to perform the work of an employee outside of the unit for a period of more than three (3) consecutive working days may request consideration for a pay rate different from the employee's regular pay rate. The Employer's decision to permit or deny the employee's request is not subject to the grievance and arbitration procedure.

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

9.5 Emergency/Weather Closing

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

> Delayed Opening: An employee will adjust hours to announced starting time and is paid regular pay (e.g., if school starts one hour late, report one hour later than usual unless normal start time is the same or later than announced starting time).
>
> School Canceled: An employee is not required to work when school is closed and will receive regular pay. An employee may be required to work an alternative day if school is subsequently rescheduled without any additional pay.
>
> Early Closing: If an employee is sent home, the employee will be paid balance of scheduled hours.

10. VACATIONS AND HOLIDAYS

10.1 Vacations for Twelve-Month Employees

A twelve-month employee will be provided paid vacation time as described below. A scheduled holiday that falls within an employee's vacation period is not counted as a vacation day. An employee hired after July 1 will receive a prorated number of

vacation days. Payment for vacation taken or paid in excess of that which was earned will be deducted from the employee's pay.

The specific period of vacation is subject to the approval of the employee's supervisor. An employee may carry up to eleven (11) days of vacation from one fiscal year to the next.

Provided that an employee notifies the Employer in writing a minimum of ten (10) duty days in advance of intent to resign, an employee will be paid for unused, earned vacation. The maximum number of vacation days accumulated at the time employment is severed is eleven (11) carryover days plus vacation earned in the last fiscal year of employment.

A twelve-month, part-time employee receives pro rata vacation.

Years of Service	**Twelve-Month Employees Number of Vacation Days** (Hours shown are for an 8-hour per day Employee)
1-2	10 (80)
3-4	13 (104)
5-8	16 (128)
9	17 (136)
10	18 (144)
11-12	19 (152)
13	20 (160)
14-19	22 (176)
20 and above	25 (200)

10.2 Holidays

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

11. LEAVES AND ABSENCES

11.1 Basic Leave Allowance

An employee receives a basic leave allowance of one (1) working day (equal to regular daily hours) per month for absence without deduction from pay. An employee working less than eight (8) hours per day receives basic leave on a prorated basis.

The basic leave allowance may be used for sick leave, family illness leave, personal leave and religious observance leave under the terms and conditions set forth in this Section. The leave is requested using the Employer's electronic leave system. This leave is deducted from the employee's accumulated basic leave allowance. Basic leave not used during any fiscal year accumulates without limit.

11.1.1 Sick Leave An employee may use one (1) day of accumulated basic leave allowance for each day of absence due to illness or injury. An employee who has been absent may be required to present a statement from a physician verifying an illness and certifying that the employee has recovered sufficiently to return to normal duties. An employee absent more than five (5) consecutive working days must present this certification. If the Employer requires a certification for an absence of less than six (6) 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 (5) consecutive working days, an employee will be responsible for paying the cost of the physician's examination unless the Employer requires examination by a specified physician, in which instance the Employer will be responsible for paying the cost of the examination.

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

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

11.1.2 Family Illness Leave An employee may use accumulated basic leave in a fiscal year for serious illness of the employee's spouse, children, parents, or any relative or non-relative living in the employee's household in accordance with state or federal law.

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

11.1.3 Bereavement Leave For a death in the immediate family up to five (5) days of accumulated basic leave may be used per incident. The immediate family includes spouse, children, parents, brother, sister, grandparents, in-laws of a similar degree of relationship, or any relative or non-relative living in the employee's household. For death or illness in other than the immediate family, up to three days of leave allowance may be used per incident.

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

11.1.4 Personal Leave An employee may use up to four (4) days of accumulated basic leave during a fiscal year for personal leave. No more than two (2) days will be taken consecutively unless approved by the employee's direct supervisor. The specific reason for the requested leave does not have to be given.

Requests for personal leave must be submitted via the Employer's electronic leave system to the employee's immediate supervisor at least three (3) duty days in advance except in cases of extreme emergency.

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

11.1.5 Religious Holiday Observance Leave Up to three (3) days leave shall be granted to an employee for required religious holiday observance. Such days must be recognized religious holidays and shall not be permitted for circumstances where personal alternative attendance options exist. These days shall be deducted from the basic leave allowance. Notification must be submitted to the Human Resources Department via the Employer's electronic leave system at least two (2) weeks prior to such absence.

11.2 Emergency Sick Leave Bank (ESLB)

The Employer and Association have developed an emergency sick leave bank (ESLB) for qualifying employees who have exhausted all paid leave options including basic leave, vacation, workers' compensation (if applicable), and any other state and/or

federal paid leave programs. Employees may apply for days from the ESLB when they are experiencing or will experience a medical emergency, or their immediate family member is experiencing or will experience a medical emergency. A “medical emergency” is defined as a medical condition of the employee (or their immediate family member) that will require the prolonged absence of the employee, including intermittent absences that are related to the same medical condition, from duty and will result in a substantial loss of income to the employee because the employee has or will have exhausted all forms of paid leave.

An eligible employee must use all forms of paid leave before accessing donated leave from the ESLB. There is a mandatory five (5) day waiting period before an eligible employee can access donated leave.

Examples:

Eligible employee has fifteen (15) days of paid leave. They can access donated leave starting from the sixteenth (16th) day of their absence.

Eligible employee has three (3) days of paid leave. They will use their three (3) days of paid leave for the first three (3) days of their absence. They will be on unpaid leave from days four (4) through five (5). They can access donated leave starting from the sixth (6th) day of their absence.

The medical condition must be recognized by the mainstream medical community to be deemed an eligible medical condition for the ESLB program. The ESLB will be filled by donations made by other unit employees to support colleagues experiencing such circumstances.

Employees will be notified of the open enrollment for participation in the ESLB at the beginning of employment. Employees who wish to participate in the ESLB are required to donate one (1) basic leave day within thirty (30) days of their start date with the Employer. Employees who choose not to participate in the ESLB at the time of hire can only join during the month of September for the upcoming school year. To do so, they must donate one (1) basic leave day on or before September 30 of that year.

When an employee separates from the School District, they have the option to donate the lesser of: 1) one-half of the amount of paid leave they would be entitled to accrue during the fiscal year in which the donation is made; or 2) the number of hours remaining in the fiscal year (as of the date of the donation) for which they are scheduled to work and receive pay.

All donations to the ESLB are confidential and nonrefundable. Once a day is donated, an employee cannot retract or reclaim the donated basic leave for any reason.

If at any point the ESLB is not self-sustaining, the Employer and Association may request additional donations. Employees that did not donate at the beginning of their employment may choose to participate at that time by donating one (1) basic leave day within the open enrollment period. Open enrollment may be allowed at other times with the mutual agreement of the Employer and Association.

Recipient Eligibility. Membership will be open to all regularly contracted unit employees. An employee who has exhausted all forms of paid leave may apply for leave from the ESLB for a medical emergency, as defined above, by submitting an application and a medical certification from the employee or immediate family member's treating physician to the Human Resources Department. Employees may not begin to use sick leave from the ESLB until the Employer has approved the application. No application will be approved if the ESLB does not contain donated days of leave. The Employer will inform the Association when an application for sick leave from the ESLB has been approved.

No employee may withdraw more than sixty-five (65) consecutive days from the ESLB. After sixty-five (65) days, an employee must be approved for long-term disability or return to work. No employee may withdraw more than one hundred ten (110) days during their career with the Employer unless the Employer and the Association agree to a greater number of days for a life-threatening medical emergency. No employee may withdraw days from the ESLB for use on non-contract days.

Employees will immediately become ineligible for the ESLB if they become eligible to receive long-term disability benefits, workers' compensation, state and/or federal paid leave benefits, or other pay or other benefits in place of any part of their salary.

11.3 Parental Leave

An employee is eligible to request a leave of absence without pay for a period of up to twelve (12) months for childcare. The employee will submit an application for parental leave at least sixty (60) calendar days before the leave is to begin. The sixty (60) day notice requirement may be waived when an emergency makes this notice impossible. Childcare begins at a date agreed upon between the Employer and the employee. Failure to return to work upon expiration of a leave of absence results in termination of employment. The employee will be reinstated to the employee's original job or to a clerical position with no reduction of monthly pay and retains all seniority and leave benefits accrued prior to taking the leave of absence.

11.4 Family, Medical, and Parental Leave

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

of the Employer. Leaves taken under other Sections that also qualify as leave under the federal and state Family Medical Leave Act and provisions are coordinated and taken simultaneously.

11.5 Leave of Absence Without Pay

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

11.6 Judicial Leave

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

11.7 Substitutes During Leaves of Absence

If a twelve-month employee is granted a leave of absence of less than one (1) year or a ten-month or nine-month employee is granted a leave of absence less than a work year, their position will be filled with a temporary employee who will be discharged without rights to Section 8 or Section 11.1. An employee granted this duration of leave is returned to their previous position so long as that position still exists. A position vacant due to the above-mentioned type of leave of absence may be filled by the Employer without posting the position; however, if the employee on leave of absence does not return to work, the temporary employee will be terminated, and the position must be posted at that time. If there is no available position, then this employee would invoke displacement procedure described in Section 8.4.

11.8 Incentive Leave

An employee earns one (1) unrestricted incentive leave day with pay if they complete the full prior fiscal year without using any leave allowance for sick leave, family illness leave, or personal leave, as provided for in Sections 11.1, 11.2, 11.4, and 11.5 of this Agreement. This incentive leave day may be used upon three days written notice to the employee's supervisor. This day may not accumulate from one fiscal year to the next.

11.9 Superintendent's Discretionary Leave

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

12. INSURANCE BENEFITS

12.1 Group Insurance Policies

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

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

12.2 Hospitalization-Medical Insurance

An eligible employee may participate in the Employer's hospitalization-medical insurance plan. The Employer will contribute the following amounts toward the monthly premium of each employee enrolled in the coverage available.

Type of Coverage	**Monthly Employer Contribution** As of January 1, 2025	**Monthly Employer Contribution** As of January 1, 2027	**Monthly Employer Contribution** As of January 1, 2028
Single	$725	$775	$850
Single + One	$805	$855	$930
Family	$1,048	$1,098	$1,173

12.3 Dental Insurance

An eligible employee may participate in the Employer's dental plan. The Employer will contribute the following amounts toward the monthly premium of each employee enrolled in the coverage available.

Type of Coverage	Monthly Employer Contribution As of January 1, 2025	Monthly Employer Contribution As of January 1, 2027
Single	$25	$40
Single + One	$25	$40
Family	$25	$40

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

12.4 Life Insurance

An eligible employee may participate in the Employer's group term life insurance program and will be insured for an amount equal to the whole number of thousands in annual base salary. The Employer pays the entire premium for coverage. An eligible employee may apply for supplemental group term life insurance according to the Employer's current life insurance plan.

12.5 Accidental Death and Dismemberment Coverage

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

12.6 Long-Term Disability Insurance

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

12.7 Flexible Benefits Plan

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

13. DISCIPLINE AND DISCHARGE

13.1 Probationary Period

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

13.2 Discipline and Discharge

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

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

13.3 Representative and Employee's Personnel File

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

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

If the employee disputes information contained in the personnel file and the Employer does not agree to remove or revise the disputed information, the employee may submit a written statement explaining the employee's position. This

statement must be part of the personnel file for as long as the Employer maintains it. No written allegation is a basis for discipline unless it has been entered into an employee's personnel file.

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

14. GRIEVANCES AND ARBITRATION

14.1 Grievance

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

14.2 First Step

An employee or group of employees with a grievance will meet with the immediate supervisor within ten (10) business days after becoming aware of the incident giving rise to the grievance, in an attempt to resolve the grievance. If the parties are unable to resolve the grievance within five (5) scheduled working days of the meeting, the grievance will be denied. The employee may appeal the grievance to the second step. Failure to timely appeal will constitute a waiver of the grievance.

14.3 Second Step

An employee who is not satisfied with the disposition of the grievance of the first step will file a written statement of the grievance with the Director of Human Resources within ten (10) scheduled working days following the meeting with the supervisor. The written statement must be dated and signed by the employee and/or the exclusive representative and will set forth the facts and state the provisions of this Agreement allegedly violated. The employee and/or exclusive representative and the Director of Human Resources will meet and attempt to resolve the grievance within five (5) scheduled working days after filing of the written grievance with the Director of Human Resources. If the grievance is resolved, the written terms of resolution will be signed by both parties. If no resolution is reached within five (5) scheduled working days after the grievance was filed with the Director of Human Resources, the grievance will be denied. The employee may appeal the grievance to the third step. Failure to timely submit the grievance to the third step will constitute a waiver of the grievance.

14.4 Third Step

An employee who is not satisfied with the disposition of the grievance at the second step will file a copy of the written statement of the grievance with the Superintendent within ten (10) scheduled working days following the completion of the second step. The employee and/or exclusive representative and the Superintendent or designee will meet and attempt to resolve the grievance. If the grievance is resolved, the written terms of resolution will be signed by both parties. If no resolution is reached, the grievance will be denied. The Association may submit the grievance to arbitration. Failure to timely file a written notice of intent to arbitrate will constitute a waiver of the grievance.

14.5 Submission to Arbitration

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

14.6 Jurisdiction and Authority of Arbitrator

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

14.7 Representation

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

14.8 Time Limitations

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

14.9 Arbitrator's Decision

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

14.10 Expenses

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

14.11 Grievance Mediation

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

15. MISCELLANEOUS

15.1 Professional Development

An employee shall attend and satisfactorily complete all training and professional development programs assigned by the Employer. An employee or the Employer may request specific training, or the Employer may require specific training. Reimbursement for training is subject to the prior approval of the Employer. Attendance at approved training will be granted without loss of pay.

15.2 Personnel Files

All evaluations and files generated by the Employer relating to an employee are available during regular school business hours to an employee upon reasonable notice. The employee has the right to reproduce any of the contents of the files at the employee's expense, and to submit for inclusion in the file, written information in

response to any material contained therein. The contents of these files will be subject to the Employer's record retention schedule.

15.3 Employee Severance Pay at Retirement

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

An employee hired prior to July 1, 2026 and who has reached at least sixty-two (62) years of age will receive severance pay for up to twenty (20) years of continuous service to the Employer in the amount $250 for each year. The employee must have a minimum of fifteen (15) years working for the Employer, ten (10) of which are in the unit. A payment will be made to the employee's 403B account at the end of the fiscal year on June 30. The account must be with an investment company from the approved list of companies with the Employer.

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

The total payment to an employee will not exceed $5,000.00.

15.4 Labor-Management Committee

The Employer and Association agree to the creation of a Labor-Management Committee ("Committee") for the purpose of developing a cooperative relationship between the parties through open dialogue and joint problem solving. The Committee will meet quarterly, unless both parties agree to meet more or less often. The Executive Director of Human Resources and Association President will jointly schedule quarterly meeting dates and times prior to July 1 of the fiscal year. Each party will select up to three (3) representatives to attend Committee meetings. The number of Committee members may be expanded by mutual agreement of the Employer and Association. The Employer will provide the facilities for Committee meetings.

16. DURATION AND RENEGOTIATION OF AGREEMENT

16.1 Term of Agreement

This Agreement becomes effective July 1, 2026 and continues in full force and effect to and including June 30, 2028, and annually thereafter, except as modified or terminated in accordance with the provisions of this Section.

16.2 Effect of Agreement

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

16.3 Termination or Modification

Either party desiring to terminate or modify this Agreement must notify the other party in writing at least sixty (60) days but not more than ninety (90) days prior to June 30, 2028, or at least sixty (60) days but not more than (90) days prior to June 30 of any year thereafter. A notice of desire to modify this Agreement will set forth proposed modifications sought by the party and all clauses of this Agreement for which no modification is sought are renewed automatically.

16.4 Negotiations During Term

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

17. DOCUMENT AUTHORIZATION

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

INDEPENDENT SCHOOL DISTRICT NO. 273

Karen Gabler, Board Chair

Erica Allenburg, Board Clerk

Dated this 8th of June 2026.

EDINA PROFESSIONAL ASSOCIATION OF SUPPORT STAFF (EPASS)

Jennifer Jouppi, President

Pam Berling, Vice President

Dated this 8th of June 2026.

APPENDIX A

POSITION CLASSIFICATIONS

Classification A

Departmental Specialist, Classification A

Facilities Scheduler

Principal's Administrative Assistant

Classification B

Departmental Specialist, Classification B

Welcome Center Specialist

Classification D

Office Assistant, Classification D

Classification E

Due Process Specialist

Office Assistant, Classification E

Media Assistant

VII.D. Policy Quick Review (*418, Medication Authorization Form (appendix for Policies 516 and 538), 530, 620, 636*)	**Speaker(s):** Policy Committee

Board Meeting Date: 6/8/2026

Title: Policy Quick 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. There are minimal to no changes.

- Policy 418 Alcohol- and Drug-Free Workplace and School Environment
- Medication Authorization Form (appendix to Policies 516 and 538)
- Policy 530 Immunization Requirements
- Policy 620 Receiving Course Credit for Learning
- Policy 636 Workload for Certain Special Education Teachers

Recommendation: Approve the suggested modifications for Policies 418, Medication Authorization for (appendix for Policies 516 and 538), 530, 620, 636,

Desired Outcome(s) from the Board: Approve suggested modifications.

Attachments:

1. Policy 418 Alcohol- and Drug-Free Workplace and School Environment
2. Medication Authorization Form (appendix to Policies 516 and 538)
3. Policy 530 Immunization Requirements
4. Policy 620 Receiving Course Credit for Learning
5. Policy 636 Workload for Certain Special Education Teachers

Edina Public Schools
DEFINING EXCELLENCE

Personnel

Alcohol- and Drug-Free Workplace and School Environment

I. Purpose

Recognizing that the health and well-being of employees and students are important, the school district prohibits the use of alcohol, toxic substances, controlled substances, non-intoxicating cannabinoids, edible cannabinoid products, and medical cannabis without a physician's prescription.

II. General Statement of Policy

A. Except as otherwise provided in this policy, use or possession of alcohol, toxic substances, controlled substances, non-intoxicating cannabinoids, edible cannabinoid products, or medical cannabis before, during, or after school hours, on school district property or any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances are prohibited.

B. Except as provided in Section IV., a violation of this policy occurs when a student, employee, or member of the public uses or possesses alcohol, toxic substances, controlled substances, non-intoxicating cannabinoids, edible cannabinoid products, or medical cannabis on district property.

C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined by state law, including all facilities, whether owned, rented, or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.

D. The district takes appropriate action against any student, employee, or member of the public who violates this policy.

III. Definitions

For purposes of this policy, the definitions included in this section apply.

A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.

B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined under federal and state law, including

analogues and look-alike drugs.

C. “District property” includes any school district building or on any district premises; in any district-owned vehicle or in any other district-approved vehicle used to transport students to and from school or district activities; off-district property at any district-sponsored or district-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the district; or during any period of time an employee is supervising students on behalf of the district or otherwise engaged in district business.

D. “Edible cannabinoid product” means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

E. “Medical cannabis” means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; or (4) combustion with use of dried raw cannabis; or (5) any other method approved by the Commissioner of the Minnesota Department of Health.

F. “Non-intoxicating cannabinoid” means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.

G. “Possess” means to have on one’s person, in one’s effects, or in an area subject to one’s control.

H. “Sell” means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.

I. “Toxic substances” includes: (1) glue, cement, aerosol paint containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the Commissioner of the Minnesota Department of Health.

J. “Use” means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means.

IV. Exceptions

A. A violation of this policy does not occur when a person brings onto a school district property, for that person's own use, a controlled substance, except medical cannabis, non-intoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person will comply with the relevant procedures of this policy.

B. A violation of this policy does not occur when a person possesses an alcoholic beverage on or in a district property when the possession is within the exceptions of Minnesota law ~~and is pursuant to the procedure established under Section V.G. below.~~and permission has been obtained from the superintendent as required by Section V.G.

C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.

D. The district may not refuse to enroll, employ, or otherwise penalize a person enrolled in the Minnesota Patient Registry Program or a Tribal medical cannabis program solely based on their enrollment in the registry program or a Tribal medicine cannabis program, unless failing to do so would violate federal law or regulations or cause the district to lose a monetary or licensing-related benefit under federal law or regulations.

The district will provide at least 14-day advance written notice to a patient enrolled in the programs specified above before it takes an action against the patient that is prohibited under Minnesota Statutes, section 342.57, subdivision 3 or 5. The written notice will cite the specific federal law or regulation that the district believes would be violated if the district fails to take action. The notice will specify what monetary or licensing-related benefit under federal law or regulations that the district would lose if the district fails to take action.

The district will not retaliate against a patient for asserting the patient's rights or seeking remedies under state law.

V. Procedures

A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, non-intoxicating cannabinoids, or edible cannabinoid products, must comply with the school district's student medication policy.

B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, non-intoxicating

cannabinoids, or edible cannabinoid products, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform their supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee will be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and will be required to acknowledge that they have received the policy.

D. Employees are subject to the district's drug and alcohol testing policies and procedures.

E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.

F. No person is permitted to possess or use medical cannabis, non-intoxicating cannabinoids, or edible cannabinoid products on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any childcare facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis, non-intoxicating cannabinoids, or edible cannabinoid products.

G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota law will be by permission of the superintendent only.

VI. Enforcement

A. Students

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and non-intoxicating cannabinoids, and edible cannabinoid products.

2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring, and counseling, including early identification of mental health symptoms, drug use, and violence, and appropriate referral to direct individual or group counseling service, which may be provided by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy will be subject to discipline in

accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the district.

2. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the district.

3. Sanctions against employees, including nonrenewal, suspension, termination, or discharge will be pursuant to and in accordance with applicable statutory authority, any applicable collective bargaining agreement, and district policies.

4. Employees who have a prescription from a health care provider for medical treatment with a controlled substance, except medical cannabis, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform their supervisor. The employee may be required to provide a copy of the prescription.

5. As a condition of employment pursuant to any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant will abide by the terms of this policy and will notify their supervisor in writing of their conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

6. Employees are subject to the district's drug and alcohol testing policies and procedures.

7. Each employee will be provided notice of this policy.

C. The Public

A member of the public who violates this policy will be informed of the policy

and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

VII. Transportation Employees

A. The school district adheres to the mandated provisions of the federal Omnibus Transportation Employee Testing Act of 1991 ("OTETA"). All persons subject to commercial driver's license requirements will be tested for controlled substances, alcohol, and cannabis (including medical cannabis) pursuant to federal law. In general, a commercial driver may be tested:

1. Upon reasonable suspicion by the district;
2. In accordance with random testing procedures;
3. Post-accident; and
4. Upon a request to return to duty after a violation of this policy;

In addition, all persons who apply for a position where job duties include operating a commercial motor vehicle will be required to submit to a drug and alcohol test, including medical cannabis, if a conditional job offer is made and before the first time the driver performs safety-sensitive functions for the district.

B. Refusal to Submit to Testing

A commercial driver or driver applicant may refuse to submit to controlled substances and alcohol testing. Refusal to submit to such test subjects the commercial driver or applicant to the consequences specified in OTETA and other applicable federal law. In addition, a refusal to submit to testing establishes a presumption that the commercial driver or applicant would test positive if a test were conducted. This positive assumption makes the commercial driver or applicant subject to discipline or disqualification under this policy.

C. Consequences

A commercial driver who tests positive with a verified confirmation test or otherwise found in violation of this policy or OTETA will be subject to discipline, including possible discharge, in accordance with any applicable collective bargaining agreement. Nothing in this policy limits or restricts the right of the district to discipline or discharge a commercial driver for conduct that not only constitutes prohibited conduct under this policy but also violates the district's other rules or policies.

A commercial driver or applicant with a confirmed positive test result may request a confirming retest. This retest is at the expense of the commercial driver or applicant.

D. The supervisor of transportation/designee will provide training and materials to commercial drivers in accordance with OTETA.

Legal References:
~~20 U.S.C. § 7101-7165 (Safe and Drug-Free Schools and Communities Act)~~
~~21 U.S.C. § 812 (Schedules of Controlled Substances)~~
~~41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)~~
~~21 C.F.R. §§ 1308.11-1308.15 (Schedules of Controlled Substances)~~
~~34 C.F.R. Part 84 (Government-wide Requirements for Drug-Free Workplace (Financial Assistance))~~
~~49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)~~
~~49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)~~
~~49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)~~
~~Minn. Stat. § 120A.05 (Definitions; - Elementary School; Middle School; Secondary School)~~
Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01, subd.15a (Definitions - Sell)
Minn. Stat. § 152.0264 (Cannabis Sale Crimes)
Minn. Stat. § 152.22, subd. 6 (Definitions - Medical Cannabis)
Minn. Stat. § 152.23 (Limitations - Medical Cannabis)
Minn. Stat. § 152.32 (Protections for Registry Program or Tribal Medical Cannabis Program Participants)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. § 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031, subd. 10 (Intrastate Carrier; Operating Requirements, Exemptions - Controlled Substance and Alcohol Use and Testing Exemption)
Minn. Stat. § 340A.101, subd. 2. (Definitions - Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)
Minn. Stat. § 342.56 (Limitations)
Minn. Stat. § 342.57 (Protections for Registry Program Participants)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7165 (Safe and Drug-Free Schools and Communities Act)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Schedules of Controlled Substances)
34 C.F.R. Part 84 (Government-wide Requirements for Drug-Free Workplace (Financial Assistance))
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)
Minn. Stat. § 120A.05 (Definitions~~;~~ - Elementary School; Middle School; Secondary School)

Belde v. Ferguson Enterprises, Inc., 460 F.3d 976 (8th Cir. 2006)

Cross Reference:
Policy 403 (Discipline of School District Employees)
Policy 419 (Tobacco-Free Environment)
Policy 506 (Student Conduct and Discipline)
Policy 516 (Student Medication)
Policy 516.5 (Overdose Medication)
Policy 632 (Chemical Use and Abuse)

Policy INDEPENDENT SCHOOL DISTRICT NO. 273
adopted: 10/20/08 Edina, Minnesota
amended: 02/23/09
revised: 07/15/13
revised: 10/24/16
revised: 11/16/20
revised: 10/16/23
revised: 11/04/24
revised: 09/08/25 (~~statutory changes quick review~~ Quick Review)
revised: __/__/26 (Quick Review)

Appendix I to Policy 516 and Appendix V to Policy 538

Student Name _____ **DOB** _____

Date _____ **School** _____

Edina Public Schools Medication Administration Authorization

For students that require medications for asthma, severe allergies, seizures, or diabetes, have the licensed provider complete a signed action plan.

To be completed by a physician/licensed prescriber

Medication	Dose in mg	Frequency/Time	Route	Medical Condition and ICD10	Check if controlled substance

Physician/licensed prescriber signature:	**Date:**
Print Name of Prescriber:	**Clinic Name:**
Phone:	**Fax:**

Parent/ Guardian Authorization

1. I request that the above medication(s) be given during school hours as ordered by my child's physician/licensed prescriber.
2. I request that the medications be given on field trips as prescribed. ☐ Yes ☐ No
3. I request that the medication be given during EPS non-school hours/days programming (Kids Club/in-building Enrichment Programs) and I am responsible for training the staff. I understand a school nurse may not be available during this time. Due to safe medication storage, medication for programming outside of a building is not accepted by staff. ☐ Yes ☐ No
4. Requests for reasonable accommodations and modifications will be evaluated on a case-by-case basis as necessary to accommodate students with disabilities consistent with applicable law.
5. I request that medication be available to EPS staff during non-school hours/days for EPS programming. ☐ Yes ☐ No
6. I will notify the school/program if medication is stopped or changed.
7. I give permission for the medication/s to be given by school personnel as delegated, trained, and supervised by the school nurse.
8. Legally I may refuse to sign the authorization to administer medication form. If I refuse to sign, EPS will not be able to administer the medication.
9. This consent may be revoked at any time by sending a written notice to the licensed school nurse or program lead.
10. This permission expires at the end of the school year/prior to the first date of the next school year. A new authorization will be required to administer the medication after the first day of the new school year.
11. All medication, both prescribed and over the counter, must be sent to school in the original container or pharmacy-labeled container.
12. I understand that I am required to retrieve the drugs, medications, or controlled substances when asked by the school. If I do not timely pick up the drugs or medications, I designate the school district as an authorized entity to transport the drugs or medications for the purpose of destruction.

Parent/Guardian Signature_____ **Date** _____

Permission for Release of Information

1. I give permission for the school nurse to communicate, as needed, with school staff about my child's medical condition(s) and the action of the medication/s in order to provide for my child's health and safety needs at school.
2. I give permission for a school nurse to contact my child's physician/licensed prescriber with questions about the above listed medication/s or medical condition/s being treated by medication/s.
3. I give permission for the physician/licensed prescriber to release information related to the above medication(s) and medical condition(s) to the licensed school nurse.

Parent/Guardian Signature_____ **Date** _____

Edina Public Schools Medication Authorization Procedures

Whenever possible, the parent or guardian should make arrangements so that it is not necessary for school personnel to administer medication to a student while at school. When medication is necessary during school hours, our intention is to insure the health and safety of your student. Thank you for your cooperation.

Each year, the following must be followed when sending any prescription or nonprescription medication to school:

1. **A completed parent/guardian signature and consent** authorizing school personnel to administer medication. Medications will NOT be administered or accepted until signed medical orders AND signed parental consent are provided to the health office.

2. **A written order from the physician** with instructions for all medications, prescription and over-the-counter. The order may be faxed to the school.

3. **The original pharmacy labeled container**. For prescription medications, the pharmacist can supply a labeled container, one for home and one for school. The pharmacy label must have the following:
   - Student full name,
   - Physician name,
   - Medication name and dosage,
   - Time and directions for administration,
   - Current date.

4. **New medication consent form is required when**:
   - The dosage or time of administration is changed
   - At the beginning of each school year
   - If discontinued medication is restarted. The parents/guardians must notify the school in writing when the medication is discontinued.

5. **Storage:** Medication to be administered at school will be stored in the Health Office. Exceptions are students who may carry an asthma inhaler or epinephrine, if they have a written doctor's order and written parental permission to do so and have demonstrated to the school nurse competency in administration.

6. **End of Year/Programming Medication Pickup and Disposal**: At the end of the school year or programming, all medications must be picked up in the health office by the parents/guardians or responsible adult. Parents/guardians are encouraged to dispose of unwanted medications properly. More information can be found at MN Pollution Control Website. EPS will dispose of unclaimed medications following proper guidelines.

7. **Half Tablets:** Health Services staff are not responsible for breaking tablets in half. When there is a physician order to give one-half of a tablet, talk with your pharmacist.

8. **Field Trips / Extended Learning:** Complete the field trip ~~section~~ question on the Authorization for Medication Administration form. Additional consent will be necessary for overnight and extended trips. Health Services staff do not routinely accompany students on field trips and a teacher may be responsible for administration of medication.

9. **Standard Medications:** Health Services staff will only administer medication that is listed and described in the Standard Physician's Desk Reference (PDR).

10. Requests for reasonable accommodations and modifications will be evaluated on a case-by-case basis as necessary to accommodate students with disabilities consistent with applicable law.

Edina Public Schools
DEFINING EXCELLENCE

Policy 530

Students

Immunization Requirements

I. Purpose

This policy requires that all students receive the proper immunizations, as mandated by law, to ensure the health and safety of all students.

II. General Statement of Policy

All students are required to provide proof of immunization, or appropriate documentation exempting the student from such immunization, and such other data necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment.

III. Student Immunization Requirements

A. No student may be enrolled or remain enrolled in any school district-sponsored program within the district subject to the provisions of state law until the student or the student's parent or guardian has submitted to the designated district administrator the required proof of immunization. Prior to the student's first date of attendance, the student or the student's parent or guardian will provide to the designated district administrator one of the following statements:

1. a statement, from a physician, advanced practice registered nurse, physician's assistant, or a public clinic which provides immunizations (a "medical statement"), affirming that the student received the immunizations required by law, consistent with medically acceptable standards; or

2. a medical statement, affirming that the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month and year each immunization was administered, consistent with medically acceptable standards.

B. The statement of a parent or guardian of a student or an emancipated student may be substituted for the statement of a physician or public clinic which administers immunizations. If such a statement is substituted, this statement must indicate the month and year each immunization was administered. Upon request, the designated district administrator will provide information to the parent or guardian of a student or an emancipated student of the dosages

required for each vaccine according to the age of the student.

C. The parent or guardian of persons receiving instruction in a home school will submit one of the statements set forth in section III.A. or III.B. above or a statement of immunization set forth in section IV. below to the designated district administrator in compliance with the Minnesota Department of Health state immunization reporting guidelines.

D. When there is evidence of the presence of a communicable disease or when required by any state or federal agency and/or state or federal law, students and/or their parents or guardians may be required to submit such other health care data as is necessary to ensure that the student has received any necessary immunizations and/or is free of any communicable diseases. No student may be enrolled or remain enrolled in any elementary or secondary school within the district until the student or the student's parent or guardian has submitted the required data.

E. The district may allow a student transferring into a school a maximum of 30 days to submit a statement specified in section III.A. or III.B. above or section IV. below. Students who do not provide the appropriate proof of immunization or the required documentation related to an applicable exemption of the student from the required immunization within the specified time frames will be excluded from school until such time as the appropriate proof of immunizations or exemption documentation has been provided.

IV. Exemptions from Immunization Requirements

Students will be exempt from the foregoing immunization requirements under the following circumstances:

A. The parent or guardian of a minor student or an emancipated student submits a medical statement signed by a physician, affirming that the immunization of the student is contraindicated for medical reasons or that laboratory confirmation of the presence of adequate immunity exists; or

B. The parent or guardian of a minor student or an emancipated student submits their notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent, guardian, or student.

V. Notice of Immunization Requirements

A. The school district will develop and implement a procedure to:

1. notify parents and students of the immunization and exemption requirements by use of a form approved by the Department of Health;

2. notify parents and students of the consequence for failure to provide required documentation regarding immunizations;

3. review student health records to determine whether the required information has been provided; and

4. make reasonable arrangements to send a student home when the immunization requirements have not been met and advise the student and/or the student's parent or guardian of the conditions for re-enrollment.

B. The notice provided will contain written information describing the exemptions from immunization as permitted by law. The notice will be in a font size at least equal to the font size and style as the immunization requirements and on the same page as the immunization requirements.

VI. Immunization Records

A. The school district will maintain the immunization records for each student in attendance at the district for at least five years after the student graduates.

B. ~~Upon request, the district may exchange immunization data with persons or agencies providing services on behalf of the student. Immunization data is private student data and disclosure of such data will be governed by district policy.~~ Student immunization records maintained by the district are generally considered education records subject to the Family Education Records and Privacy Act (FERPA). The district will not disclose personally identifiable information (PII), including immunization records, without parent, guardian, or eligible student consent unless a permissible exception applies.

C. The designated district administrator will assist a student and/or the student's parent or guardian in the transfer of the student's immunization file to the student's new school within 30 days of the student's transfer.

D. Upon request of a public or private postsecondary educational institution as defined in state law, the designated district administrator will assist in the transfer of the student's immunization file to the postsecondary educational institution.

VII. Other

The district will participate in the Annual Immunization Status Report (ASIR) and submit all K-12 data requested by the Minnesota Department of Health.

Legal References:
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)
Minn. Stat. § 121A.17 (School Board Responsibilities)
Minn. Stat. § 135A.14 (Statement of Immunizations)
Minn. Stat. § 144.29 (Health Records; Children of School Age)

Minn. Stat. § 144.3351 (Immunization Data)
Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)
Minn. Stat. § 144.442 (Testing in School Clinics)
Minn. Rules Parts 4604.0100-4604.1020 (Immunization)
20 U.S.C. § 1232g (Family Educational and Privacy Rights Act)
McCarthy v. Ozark Sch. Dist., 359 F.3d 1029 (8th Cir. 2004)
Op. Atty. Gen. 169-W (Jan. 17, 1968)
Op. Atty. Gen. 169-W (July 23, 1980)

Cross Reference:
Policy 515 (Protection and Privacy of Student Records)

Policy
adopted: 09/22/08
reviewed: 03/12/12
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revised: 05/18/20
revised: 07/14/25
revised: __/__/26 (Quick Review)

INDEPENDENT SCHOOL DISTRICT NO. 273
Edina, Minnesota

Edina Public Schools
DEFINING EXCELLENCE

Policy 620

Education Programs

Receiving Course Credit for Learning

I. Purpose

This policy provides the process by which credit to fulfill graduation requirements may be granted for student learning that occurs in other schools, at alternative learning sites, through postsecondary enrollment options, through demonstrating mastery of applicable subject matter, and in out-of-school experiences such as community organizations, work-based learning, enrichment programs, and other educational activities and opportunities.

II. General Statement of Policy

The school district will develop and provide a process for credit to fulfill graduation requirements that is accomplished through learning opportunities outside of standard district courses.

A. Transfer of Credit for Courses Completed

The district will provide a process for transfer of credit for courses completed in another Minnesota district, recognition of work completed in other schools and postsecondary institutions, and credit for courses achieved in extra-curricular activities, activities outside the school, previous learning, and community and work experiences.

B. Credit by Assessment

The district will develop and provide processes and procedures by which students may meet a graduation requirement for knowledge acquired in another learning environment other than the standard course curriculum. There are two pathways by which a student can demonstrate learning that aligns with graduation requirements, and which may allow credit in lieu of the standard curriculum offered by the district. This can occur through demonstration of previous learning by submitting a portfolio of evidence, or by demonstrating knowledge through an exam process administered by district staff.

III. Transfer of Course Credits from Other Schools

A. Transfer of Academic Requirements from Other Minnesota Public Secondary Schools

1. The school district will transfer high school credits achieved in earlier grades or in other schools for aligned, credit-based courses to the student's record upon admission to the district.

2. Any credits completed in the sending district are recorded as completed with a notation indicating the identity of the district from which the records are transferred.

3. Students are advised of opportunities available to complete further requirements and electives.

4. The district will determine the transferring student's grade placement, awarded grade for completed courses, and diploma requirements in accordance with district policy.

5. Only grades earned while in 9th-12th grade and completed through Edina High School, Edina Virtual Pathway, or partner programs will be calculated in the Edina cumulative grade point average. High school classes taken while in middle school will not factor into the Edina cumulative grade point average.

B. Transfer of Course Credits from Other Schools

1. The district will equate credits completed by students at a public school outside of Minnesota, an accredited nonpublic school, or postsecondary schools into completed course credits.

2. Effort will be made to ascertain the content of courses, programs, and learning previously achieved to credit the student as fully as possible for learning completed elsewhere. This process may include asking the student or the sending school to verify content of completed courses and programs when that content is not clear from the transcript.

3. The district may formally evaluate other learning experiences to declare that a transfer student meets or exceeds a specific academic standard requirement or course credit.

4. Only grades earned while in 9th-12th grade and completed through Edina High School, Edina Virtual Pathway, or partner programs will be calculated in the Edina cumulative grade point average. High school classes taken while in middle school will not factor into the Edina cumulative grade point average.

5. Consistent with state law, students must receive prior approval from the district for any courses to be completed outside the district for credit towards graduation. College-based courses that do not provide college credit and summer school programs (approved by high schools or colleges) will be considered as part of the 43 credit graduation requirements only when the prior approval process is followed.

Credits for such course work must not be more than two credits per year for a total of eight credits toward graduation. The district will determine the awarding of the course credit and the grade. The grade will be reflected on the transcript but not included in the overall GPA. The district does not cover expenses of related courses identified in this section.

IV. Credit by Assessment

A. The school district will provide students in grades 9-12 with the opportunity to receive course credit by assessment for knowledge acquired in another learning environment other than the standard course curriculum, provided such experiences meet current Minnesota academic standards.

B. When a student desires transcripted credit as recognition of standards met but for which no academic transcript exists, the student must complete the application in Appendix I and submit it to the counseling office.

C. Students can choose two different pathways to earn credit by assessment. These pathways are credit by exam or credit by portfolio. The procedure for these pathways can be found in Appendix II or Appendix III.

D. A student may attempt to earn credit by assessment only once for each course and may not earn credit for a course in which they previously received a grade and credit. Courses that are sequential must be addressed in the same sequence. If a course requires a prerequisite, the student must have received credit for the prerequisite before attempting the credit by submitting evidence of the prior learning process. The student must continue to maintain full-time status during the process.

V. Other Credit Requirement Options

A. A student who satisfactorily completes a postsecondary enrollment options (PSEO) course or program under state law, that has been approved as meeting the necessary graduation requirements, is not required to complete other requirements corresponding to that specific course of study. The grade will be reflected on the transcript and calculated into the overall GPA. A list of the courses or programs meeting the necessary requirements may be obtained from the commissioner of the Minnesota Department of Education.

B. A student who satisfactorily completes an advanced placement or international baccalaureate course, or a postsecondary enrollment options course under state law, satisfies the requirements corresponding to that specific course of study.

Legal References:
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)

Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.14 (Advanced Academic Credit)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.445 (Nonpublic Education Council)
Minn. Stat. § 124D.03, subd. 9 (Enrollment Options Program: Credits Toward Graduation)
Minn. Stat. § 124D.09 (Postsecondary Enrollment Options Act)
Minn. Rules Parts 3501.0660 (Academic Standards for Kindergarten through Grade 12 [Language Arts])
Minn. Rules Parts 3501.07~~00-3501.0745~~ (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Arts Standards for ~~the Arts~~ Kindergarten through Grade 12)
Minn. Rules Parts ~~3501.0900-~~3501.0960 (Academic Science Standards ~~in Science~~ for Kindergarten through Grade 12)
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.13~~00-3501.1345~~ (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

Cross References:
Policy 601 (Educational Competencies, Academic Standards, and Instructional Curriculum)
Policy 613 (Graduation Requirements)
Policy 614 (Assessment Plan)
Policy 616 (School District System Accountability)
Policy 618 (Assessment, Grading and Reporting of Student Progress)

Policy adopted: 08/17/09
INDEPENDENT SCHOOL DISTRICT NO. 273
Edina, Minnesota
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revised: 10/07/24
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revised: __/__/26 (Quick Review)

Appendix I to Policy 620

Application for Course Credit

Complete this application for course credit for prior learning. This application is due on July 1st, with results available no later than 10 days prior to the start of the course. Once completed, return this form to your counselor*. This is applicable for 9-12 students only.

To Be Completed By Student:

Student Name _____Phone _____

Street Address _____City _____Zip_____

Student email _____

Grade ____ School _____ Date _____

I am requesting ____ Credit by Exam or ____ Credit by Portfolio Submission for the following course:

_____

Please explain why you are requesting (select one):

____ Credit by Exam or ____ Credit by Portfolio Submission for this course (attach additional pages if desired):

_____

_____

_____

_____

Student Signature _____ Date _____

To Be Completed By Parent/Guardian:

I have reviewed the student guidelines and the above application, and I grant permission to proceed with the process for ____ Credit by Assessment or ____ Credit by Submitting Evidence of Prior Learning for the above-named course.

_____ Date _____

Parent/Guardian Signature

Parent/Guardian Phone _____

Parent/Guardian email _____

For Office Use Only:

_____ Date _____

Counselor Signature

*Counselors should forward this form to the director of teaching and learning at the District Office as soon as it is received.

(10/25)

Appendix II to Policy 620

Credit by Exam Process Procedure/Timeline

Student:

1. Student submits a completed application to their counselor indicating that they would like to pursue credit by exam process. This application is due July 1st with results available no later than 10 working days prior to the start of the course.

1. The student must complete all portions of the exam(s). During the exam(s) a student may request an explanation or clarification of an item or project from the exam proctor. If the student fails to complete the entire exam during the designated time period, the credit will be denied.

2. 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.

School:

1. For courses offered by the school district, the school will create credit by exam that includes the power standards included in the course. It can be developed in one or more formats, including the following: a formal written test covering all or a portion of the course content, performance-based assessment, demonstration of skills, interview, presentation, exhibition, and/or written composition. When designing the exam, input from at least one teacher of the course will be solicited. The teacher may or may not be from the school where the student is seeking credit. Teachers will be compensated for the time spent either creating, proctoring, and/or evaluating the exam. If no district teachers are available, an outside licensed consultant will be utilized.
    a. Once an exam(s) has been established for a course, subsequent applicants will be evaluated using the same exam(s) and criteria. However, adjustments can be made to reflect any changes to the course or power standards.
    b. The exam will be limited to a maximum of 4 hours, including instructions and breaks.
    c. Students will be provided a study guide to help prepare for the exam.

2. An exam team, comprised of the principal or the principal's designee, area leader, ~~and~~ a teacher of the course, and a counselor, along with additional members as necessary, will confirm the exam or set of exams. A test proctor will be identified.

3. The proctor of the exam will work with the teaching and learning department to offer, the district course exam, score the exam, and report the scores to the teaching and learning department along with the exam team. The proctor will receive compensation for this work.

4. The exam team will evaluate the exam(s) and then consult with the student, informing them of the result. The decision of the exam team is final.

5. If the student acquires a score at or above a "B" (80%), they will be awarded credit(s) for the course.

If the student completes and passes the exam in the manner referenced in step 5, the student's transcript will show the credit earned and a course grade of "P" for "passing".

Appendix
revised: 10/07/24
revised: 11/10/25

Appendix III to Policy 620

Credit by Portfolio Submission Procedure/Timeline

Student:

1. Student submits a completed application (see Appendix I) to their counselor indicating that they would like to pursue credit by submitting a portfolio. This application is due on July 1st.

2. The student must submit the portfolio no later than 10 working days prior to the start of the course to their counselor. During the portfolio submission process a student may request an explanation or clarification. If the student fails to submit sufficient evidence by the deadline the credit will be denied.

3. Students will submit evidence that demonstrates mastery of power standards included in the course and must allow for observable, authentic assessment of learning that can be verified by an expert in the field of study and validated by a school official. The activities and assessment of prior learning experience must be at the same level of rigor and expectations as the power standards assessed in the regular school setting.

4. Evidence can include a variety of items, including the following:

    a. letters of support and explanation from individuals or organizations who have actually witnessed the student's demonstration of the power standards;

    b. oral or written interviews;

    c. actual performances or demonstrations assessed by district staff or others knowledgeable in the specifications of the power standards; or

    d. work samples, videos, exhibitions, and/or other evidence as appropriate for the individual situation

School:

1. The school will offer the opportunity to obtain credit by submitting a portfolio.

2. The district will not pay for any outside evaluation of the portfolio submission.

3. The school will provide a checklist of the power standards included in the course to facilitate the submission of a portfolio.

4. A subject area expert will be identified to evaluate the portfolio. A review team, comprised of the principal or the principal's designee, area leader, a teacher of the course, and a counselor, along with additional members as necessary, will also be identified. The names of the review team members will be disclosed to the parents/guardians and/or student upon request. All data policies will be followed.

5. First, a subject area expert must evaluate the portfolio using Appendix IV. With the recommendation of the subject area expert, the review team will review the rubric along

with the evidence. It will then consult with the student, informing them of the result. The decision of the review team is final.

6. If the student acquires a score at or above a “3” out of “4”, they will be awarded credit for the course and a course grade of “P” for “passing.”

Appendix
revised: 10/07/24
revised: 11/10/25

Appendix IV to Policy 620

Credit by Portfolio Submission

1. Each power standard included in a course will use the following rubric to evaluate evidence of mastery.

4.0	3.0	2.0	1.0
Exceeds Expectations	Meets Expectations	Partially Meets Expectations	Does Not Meet Expectations

2. Descriptors may be added for each power standard as deemed appropriate by the subject area expert. These will be provided to the student.

3. An overall minimum score of 3.0 or above must be met in order to receive credit for prior learning.

Appendix reviewed: 10/07/24

Edina Public Schools
DEFINING EXCELLENCE

Policy 636

Education Programs

Workload Limits for Certain Special Education Teachers

I. Purpose

This policy establishes general parameters for determining the workload limits of special education staff who provide services to children with disabilities receiving direct special education services for 60 percent or less of the instructional day.

II. General Statement of Policy

A. Workload limits for special education teachers will be determined by the appropriate special education administrator, in consultation with the building principal and the superintendent.

B. In determining workload limits for special education staff, the school district will take into consideration the following factors: student contact minutes, evaluation and reevaluation time, indirect services, management of individual education plans (IEPs), travel time, and other services required in the IEPs of eligible students.

III. Definitions

For purposes of this policy, the definitions included in this section apply.

~~A. "Special education staff" and "special education teacher" both mean a teacher employed by the school district who is licensed under the rules of the Minnesota Professional Educator Licensing and Standards Board to instruct children with specific disabling conditions.~~

A~~B~~. "Direct services" means special education services provided by a ~~special education~~ teacher or a related service professional when the services are related to instruction, including cooperative teaching.

B~~C~~. "Indirect services" means special education services ~~provided by a special education teacher~~ which include ongoing progress reviews; cooperative planning; consultation; demonstration teaching; modification and adaptation of the environment, curriculum, materials, or equipment; and direct contact with ~~children~~ the student ~~with disabilities~~ to monitor and observe. Indirect services may be provided by a teacher or related services professional to another regular education, special education teacher, related services professional, paraprofessional, support staff, parents, and public and nonpublic agencies to the extent that the services

are written in the student's IEP and individualized family service plan (IFSP).

C. "Special education staff" and "special education teacher" both mean a teacher employed by the school district who is licensed under the rules of the Minnesota Professional Educator Licensing and Standards Board to instruct children with specific disabling conditions.

D. "Workload" means a special education teacher's total number of minutes required for all due process responsibilities, including direct and indirect services, evaluation and reevaluation time, management of individualized education programs (IEPs), travel time, parental contact, and other services required in the IEPs.

IV. Collective Bargaining Agreement Unaffected

This policy will not be construed as a reopening of negotiations between the school district and the special education teachers' exclusive representative, nor will it be construed to alter or limit in any way the managerial rights or other authority of the district set forth in the Public Employment Labor Relations Act or in the collective bargaining agreement between the district and the special education teachers' exclusive representative.

Legal References:
Minn. Stat. § 179A.07, subd. 1 (Inherent Managerial Policy)
Minn. Rule 3525.0210, subps. 14, 27, 44, and 49 (Definitions: ~~of "~~Direct Services~~,"~~; ~~"~~Indirect Services~~,"~~; ~~"~~Teacher~~,"~~; ~~and "~~Workload~~"~~)
Minn. Rule 3525.2340, subp. 4.B. (Case Loads for School-Age Educational Service Alternatives)

Cross References:
Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)
Policy 608 (Instructional Services – Special Education)

Policy
adopted: 08/15/16
reviewed: 08/10/20
revised: 12/02/24
revised: __/__/26 (Quick Review)

INDEPENDENT SCHOOL DISTRICT NO. 273
Edina, Minnesota

VII.E. Policy Review (*113, 506, 806, 810*) **Speaker(s):** Policy Committee

Board Meeting Date: 6/8/2026

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 113 Data Requests
- Policy 506 Student Conduct and Discipline
- Policy 806 Emergency Management
- Policy 810 Safety and Security of Students, Employees, Visitors, Buildings, and Grounds

Recommendation: Approve the suggested modifications for Policies 113, 506, 806, 810.

Desired Outcome(s) from the Board: Approve suggested modifications.

Attachment(s):

1. Policy 113 Data Requests
2. Policy 506 Student Conduct and Discipline
3. Policy 806 Emergency Management
4. Policy 810 Safety and Security of Students, Employees, Visitors, Buildings, and Grounds

School District

Data Requests

I. Purpose

The school district recognizes its responsibility to disseminate public data as defined by state statute.

II. General Statement of Policy

The school district will ensure there is a clear process in place for requesting public data that complies with and follows the Minnesota Government Data Practices Act.

III. Definitions

For purposes of this policy, the definitions included in this section apply.

A. "Confidential Data on Individuals" means data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. "Data on Individuals" means all government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and that data are not accessed by the name or other identifying data of any individual.

C. "Government Data" means all data collected, created, received, maintained, or disseminated by a government entity in its various forms (e.g., paper, email, DVDs, photographs, etc.).

D. "Individual" means a natural person. In the case of a minor or an incapacitated person, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority will withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the ~~responsibility~~ responsible authority determines that withholding the data would be in the best interest of the minor.

E. "Inspection" means the visual inspection of paper and similar types of

government data. It does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own equipment.

F. "Nonpublic Data" means data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

G. "Not Public Data" means any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. "Private Data" data is available to the subject of the data and to district employees who need it to conduct the business of the district.

I. "Private Data on Individuals" means data made by the statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. "Protected Nonpublic Data" means data not on individuals made by statute or federal law applicable to the data: (a) not public and (b) not accessible to the subject of the data.

K. "Public Data" means all government data collected, created, received, maintained, or disseminated by the district, unless classified by statute, or temporary classification pursuant to state or federal law, as nonpublic or protected nonpublic, or with respect to data on individuals, as private or confidential.

L. "Public Data Not on Individuals" means data accessible to the public pursuant to Minnesota Statutes section 13.03

M. "Public Data on Individuals" means data accessible to the public in accordance with the provisions of Minnesota Statutes section 13.03.

N. "Summary Data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable.

IV. Responsible Authority

A. The superintendent or designee will serve as the authority responsible for data requests.

B. The responsible authority will establish procedures to ensure that requests for government data are received and compiled in an appropriate and prompt manner.

C. The responsible authority may designate one or more designees.

V. Responding to a Request for Data

A. All requests for public data must be made in writing and directed to the responsible authority or designee.

B. Upon receiving a data request, the school district will acknowledge it and provide a tentative timeline for fulfillment.

C. Prior to fulfilling a request, the district may contact the requester for the following reasons:

1. to ask for clarification or additional information to help fulfill the request;

2. to indicate that the request may involve a charge or require prepayment; or

3. to discuss scheduling partial or rolling productions of data.

D. The district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

E. Upon request to a responsible authority or designee, a person will be permitted to inspect and/or copy public data at reasonable times and places, and, upon request, will be informed of the data's meaning.

1. If the responsible authority has notified the requesting person that responsive data or copies are available for inspection or collection, and the requesting person does not inspect the data or collect the copies within five business days of the notification, the responsible authority may suspend any further response to the request until the requesting person inspects the data that has been made available, or collects and pays for the copies that have been produced.

2. If the person requests access for the purpose of inspection, the responsible authority may not assess a charge or require the requesting person to pay a fee to inspect the data.

F. In order to complete a request, the district will do one of the following:

1. If the district does not have the data, the requester will be notified in

writing as soon as reasonably possible.

2. If the district has the data but the data are not public, the requester will be notified as soon as reasonably possible and be given written notice of the specific statutory section, temporary classification, or specific provision of federal law on which the decision to withhold or release the data was made.

3. If the district has the data, and the data are public, the district will respond to the request appropriately and promptly, with a reasonable amount of time by doing one of the following:

   a. arrange a date, time, and place to inspect data, for free, if the request is to look at the data, or

   b. provide copies of the data as soon as reasonably possible. Electronic copies such as email, portable document format (PDF), or other electronic formats will be provided in response to the request. If the data is not in an electronic format (such as printed format), the data will be scanned and emailed to the requester or copied and made available to be picked up or mailed to the requester.

G. The Government Data Practices Act does not require the creation or collection of new data in response to a data request, or to provide data in a specific form or arrangement if not kept in that form or arrangement.

H. The responsible authority will respond within a reasonable time of the receipt of a request to prepare summary data and inform the requester of the following as appropriate:

1. the estimated costs of preparing the summary data, if any; and

2. a written statement describing the reasons why the responsible authority has determined that the requester's access would compromise private or confidential data.

I. The Government Data Practices Act does not require the district to answer questions that are not requests for data.

VI. Request for Summary Data

A. A request for the preparation of summary data will be made in writing directed to the responsible authority.

B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requester of the following:

1. The estimated cost of preparing the summary data, if any; and

2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requester's access would compromise the private or confidential data.

C. The school district may require the requester to pre-pay all ~~of~~ or a portion of the cost of creating the summary data before the district begins to prepare the summary data.

VII. Data by an Individual Data Subject

A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals will be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

B. Private or confidential data on an individual will not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection.

C. Upon request to the responsible authority or designee, an individual will be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private, or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals will be shown the data without any charge and, if desired, will be informed of the content and meaning of that data.

D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.

E. The responsible authority or designee will provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

F. The responsible authority or designee will comply immediately, if possible, with any request made pursuant to this Section VII, or within ten days of the date of the request, excluding Saturdays, Sundays, and legal holidays,

if immediate compliance is not possible.

G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual must notify in writing the responsible authority describing the nature of the disagreement. The responsible authority will within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute will be disclosed only if the individual's statement of disagreement is included with the disclosed data.

H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner will, before issuing the order and notice of a contested case hearing required by the Minnesota Administrative Procedures Act, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner will dismiss the appeal or issue the order and notice of hearing.

I. Data on individuals that have been successfully challenged by an individual will be completed, corrected, or destroyed by the district without regard to the requirements of Minnesota Statutes section 138.17.

J. After completing, correcting, or destroying successfully challenged data, the district may retain a copy of the commissioner of administration's order issued under the Minnesota Administrative Procedures Act or, if no order was issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VIII. Requests for Data by an Individual Subject of the Data

A. All requests for data must include proof that the individual is the data subject or the data subject’s parent or guardian.

B. Policy 515 (Protection and Privacy of Student Records) addresses requests of students or their parents for educational records and data.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 14 (Minnesota Administrative Procedures Act)
Minn. Stat. § 138.17 (Government Records; Administration)

5 U.S.C. § 552 (Freedom of Information Act (FOIA))

Cross References:

Policy 208 (Development, Adoption, and Implementation of Policies)
Policy 406 (Public and Private Personnel Data)
Policy 515 (Protection and Privacy of Student Records)

Policy adopted: 02/26/18
revised: 08/17/23
revised: 08/05/24
revised: 08/11/25
rev____: __/__/26

INDEPENDENT SCHOOL DISTRICT NO. 273
Edina, Minnesota

Appendix I to Policy 113

Costs Associated with Public Data Requests

I. If a person requests copies or electronic transmittal of the data to the person, the responsible authority may require the requesting person to pay the actual costs of searching for and retrieving government data, including the cost of employee time, and for making, certifying, and electronically transmitting the copies of the data or the data, but may not charge for separating public from not public data.

II. However, if 100 or fewer pages of black and white, letter or legal-size paper copies are requested, actual costs will not be used, and instead, the responsible authority may charge no more than 25 cents for each page copied.

III. For requests totaling more than 100 pages, the responsible authority may charge the “actual costs” for producing the data, plus a per-page-cost for each paper copy produced.

A. “Actual costs“ for producing public data of more than 100 pages are computed by applying DHS staff hourly pay rates to the time required for:

1. Searching for and retrieving data, (if the requester is not the data subject)

2. Making, certifying, sorting, and electronically transmitting or mailing the data, including the cost of employee time.

3. There is no charge for redaction.

Appendix reviewed: 08/17/23
revised: 08/05/24
reviewed: 08/11/25
rev___: __/__/26

Edina Public Schools
DEFINING EXCELLENCE

Policy 506

Students

Student Conduct and Discipline

I. Purpose

This policy provides expectations for student conduct, which are designed to nurture a safe, respectful, and supportive school learning community. We strive to cultivate an equitable culture of accountability that supports the whole child and academic success for each and every learner. The district will take appropriate disciplinary actions 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 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. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act.

III. Definitions

For purposes of this policy, the definitions included in this section apply.

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 board.

C. “Expulsion” means a 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 board.

D. "Non-exclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a student from school.

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.

F. “Removal from class” or “removal” mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

G. “Restorative practices” means school discipline practices focused on fostering a sense of community within school environments to prevent conflict, encourage students to accept responsibility for their actions, and rebuild relationships.

H. "Student withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a student’s parent/guardian to withdraw a student from the district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

I. “Suspension” means an action by the school administration, under policies promulgated by the 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 from school for less than one day, except as may be provided in federal law for a student with a disability.

IV. Areas of Responsibility

A. School Board. The board holds all school district employees responsible for the maintenance of order within the 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 district employees, students, and parents/guardians responsible for conforming to this policy, and support all 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/guardians. Any guidelines or directives established to implement this policy will be submitted to the 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, including other building administrators. 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/guardians.

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.

E. Other District Employees. All district employees are responsible for contributing to the atmosphere of mutual respect within the ~~school~~ district. Their responsibilities relating to student behavior are as authorized and directed by the superintendent.

~~F.~~ 1. A district employee or other agent of the district may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent bodily harm or death to the student or another person.

2. A ~~school~~ district employee or agent of the district, which does not include a school resource officer, will not use prone restraint and will not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

~~G~~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 district authorities and to participate regarding the behavior of their children.

~~H~~G. Students. All students enrolled in the district are held individually responsible for their behavior and for knowing and adhering to the Student Rights and Responsibilities Handbook.

V. Student Responsibilities

All students have the responsibility:

- For their behavior and for knowing and obeying all 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 missing a class/period or absent from school;
- To assist district employees in maintaining 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 district employees, as appropriate;
- To respect and maintain the 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 district policy;
- To avoid inaccuracies in district-sponsored publications, whether print or electronic, and refrain from indecent or obscene language;
- To conduct themselves in an appropriate physical and verbal manner; and
- To recognize and respect the authority of district employees and the rights of others.

VI. Unacceptable Behavior, Investigations of Student Misconduct

Appendix I 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, grounds, and property; district-sponsored activities or trips; school bus stops; school buses, district vehicles, district-contracted vehicles, or any other vehicles approved for 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 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 district or the safety or welfare of the student, other students, or district employees.

Students are required to cooperate in all disciplinary investigations.

VII. Recess and Other Breaks

A. The school district will provide student access to structured breaks from the demands of school.

1. Recess detention will only be used when:

a. A student causes or is likely to cause serious physical harm to, other students or staff;

b. The student's parent or guardian specifically consents to the use of recess detention; or

c. 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.

2. The district will not withhold recess from a student based on incomplete schoolwork.

3. District staff will make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.

4. The district will not withhold or excessively delay a student's participation in scheduled mealtimes.

VIII. 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 district. At a minimum, violation of district rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. Restorative practices are used to help educate students on the impact of their actions. The 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 district. Disciplinary action may include, but is not limited to, one or more of the following:

- restorative practices that will incorporate lessons intended to help students reflect on, learn from, and address the impact of their actions on others.;
- student conference with teacher, principal, counselor, or other 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 district policy and/or state or federal law;
- limited time away from the classroom;
- removal from class (pursuant to the Minnesota Pupil Fair Dismissal Act);
- in-school suspension;
- suspension from ~~extra-curricular~~ extracurricular 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 Minnesota Pupil Fair Dismissal Act;
- preparation of an admission or readmission plan;
- expulsion or exclusion under the Minnesota Pupil Fair Dismissal Act; and/or
- other disciplinary action as deemed appropriate by the district.

IX. Removal of Students from Class

A. The teacher of record 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 district.

3. Willful violation of any district rules in this policy and Appendix I.

4. The removal from class will be for a period of time deemed appropriate by the principal, not to exceed five class periods.

B. Procedure for the Classroom Teacher to Remove a Student from a Class Pursuant to the 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 their class.

2. If a student is removed from class more than five (5) times in a school year, the district 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 for 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 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 district employee to accompany 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 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.

X. Prior to Dismissal Notification

A. The principal or designee will provide the Tennessen 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 Tennessen Warning, including the disciplinary action documentation.

C. The purpose of the Tennessen Warning, per Minnesota Statute 13.04: “An individual asked to supply private or confidential data concerning the individual will 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 will not apply when an individual is asked to supply investigative data, pursuant to section 13.82, subdivision 7, to a law enforcement officer.”

XI. Dismissal

A. The school district 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 district will not dismiss any student without attempting to 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 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 district employees, or property of the district.

C. Disciplinary Dismissals Prohibited for PreK-Grade 3

1. A student enrolled in PreK-grade 3 is not subject to dismissals under the Minnesota Pupil Fair Dismissal Act.

2. This section does not apply to a dismissal from school for less than one school day, except for a student receiving special education services.

3. Expulsions and exclusions may be used only after resources outlined under 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. The school principal or designee will 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. A suspended student will receive full credit for all satisfactorily completed schoolwork assigned during the period of the student's suspension.

2. If a student's total days of removal from school exceed 10 cumulative days in a school year, the 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 student's need for assessment or other services or whether the parent or guardian should have the student assessed.

3. Each suspension action will include a readmission plan. The plan may include, where appropriate, a provision for implementing alternative educational services upon readmission which will not be used to extend the current suspension. A readmission plan will not obligate a parent or guardian to provide sympathomimetic drugs to their student as a condition of readmission. School administration will 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.

4. The 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 district is in the process of initiating an expulsion, in which case the district administration may extend the suspension to a total of 15 days.

5. 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.

6. Alternative education services will 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.

7. The 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 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.

8. After district administration notifies a student of the grounds for suspension, 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.

9. 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 Pupil Fair Dismissal Act 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.

10. 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 designee.

11. 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.

12. 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 will delay the suspension.

13. 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.

14. 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.

15. Notwithstanding the foregoing provisions, the student may be suspended pending the 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.

E. Expulsion and Exclusion Procedures

1. A written recommendation for exclusion or expulsion from the principal with supporting data is submitted to the superintendent.

2. The superintendent will review the case and determine whether or not to recommend exclusion or expulsion to the board.

3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act.

4. 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.

5. The student and parent or guardian are provided written notice of the district's intent to initiate expulsion or exclusion proceedings. This notice is served upon the student and their 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; a description of the non-exclusionary 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 district will 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.

6. 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 district, student, parent or guardian.

7. 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.

8. The district will record the hearing proceedings at district expense, and a

party may obtain a transcript at its own expense.

9. The student has a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The board, or superintendent, may appoint an attorney to represent the district in any proceeding.

10. 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.

11. All expulsion or exclusion hearings take place before, and are conducted by, an independent hearing officer designated by the district, a board member, a committee of the board, or the full board. The hearing will be conducted in a fair and impartial manner. Testimony is given under oath. The hearing officer or board member has the power to administer oaths and issue subpoenas.

12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative is given access to all district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, has the right to compel the presence of any 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 district.

14. The student, parent or guardian, or authorized representative, has the right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.

16. The hearing officer, board member, or board committee will prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which will be made to the board and served upon the parties within two days after the close of the hearing.

17. The board will base its decision upon the findings and recommendation of the hearing officer or board member and render its decision at a meeting held within five days after receiving the findings and recommendation. The 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 board will be based on the record, will be in writing, and will 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.

18. A party to an expulsion or exclusion decision made by the board may appeal the decision to the Minnesota Commissioner of Education within 21 calendar days of board action. The decision of the board is implemented during any appeal to the commissioner.

19. The 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.

20. The district will 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 will 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 will also include the student's age, grade, gender, race, and special education status. The dismissal report will include state student identification numbers of affected students.

21. Whenever a student fails to return to school within 10 school days of the termination of dismissal, a 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 district.

22. For a student who is awaiting enrollment in a new district:

    a. The 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 student's peers and is continuing to make progress toward the Minnesota graduation standards. The district will communicate on a regular basis with the student's parent or guardian to ensure that the student is completing the work assigned through the alternative educational services. These services will be provided until the student enrolls in another school or returns to the same school;

    b. A student receiving school-based or school-linked mental health services in the district will be eligible for those services until the student is enrolled in a new district; and

    c. The district will provide to the student's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The district will maintain this information on the district website.

XII. Admission or Readmission Plan

A school district administrator will prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan will include

measures to improve the student's behavior, which may include completing a character education program or restorative practices lessons 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 will include reasonable attempts to obtain parental/guardian 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 will not obligate parents/guardians to provide a sympathomimetic medication for their child as a condition of readmission.

XIII. 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 district will report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a district employee by a student, and each student withdrawal agreement within thirty (30) days of the effective date of the dismissal action, student withdrawal, or assault, to the MDE Commissioner. This report will include a statement of the non-exclusionary disciplinary policies and practices, or other sanction, intervention, or resolution 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 will also include the student's age, grade, gender, race, and special education status.

XIV. Student Discipline Records and Reports

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.

The district will annually report data on ~~its use of~~ reasonable force used on any student to correct or restrain the student to prevent imminent bodily harm or death to the student or another.

Any reasonable force used 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, 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.

XV. 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 Individualized Education Program (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 district will continue to provide special education and related services during the period of expulsion or exclusion.

XVI. 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 state law; and

B. The district has established teacher reporting procedures to district administration or designee including the chair of the chemical abuse pre-assessment team.

XVII. Open Enrolled Students

In accordance with state law, the school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program or Enrollment in Nonresident District 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 as required by state law, and the student's case has been referred to juvenile court. The 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/guardians, and school district staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied. See Appendix II for complaint procedure.

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 on the district website, and upon request in each principal's office.

XX. Review of Policy

The principals, site leaders, and district administration ~~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 assess whether the discipline policy has been enforced. Any recommended changes will be submitted to the superintendent for consideration by the school board.

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 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.58 (Corporal Punishment; Prone Restraint; And Certain Physical Holds)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. §§ 121A.60~~-121A.61~~ (Definitions) ~~Discipline and Removal of Students from Class)~~
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.611 (Recess and Other Breaks)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch.125A (Special Education and Special Programs)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
29 U.S.C. § 701 *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 419 (Tobacco-Free Environment)
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 514 (Bullying Prohibition)
Policy 524 (Electronic Technologies Acceptable Use)
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 Individualized Education Programs (IEPs) from School Grounds
Policy 538 (Student Travel)
Policy 713 (Student Transportation)
Policy 904 (Distribution or Display of Materials on School District Property)

INDEPENDENT SCHOOL DISTRICT NO. 273
Edina, Minnesota

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APPENDIX I TO POLICY 506

~~DISCIPLINE GUIDELINES~~ Recommended Consequences and Actions

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 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 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 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 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/guardian 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.

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 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/guardian 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-3	★	★	★
Grades 4-5	★	Social worker intervention Possible police referral	Up to 3-day suspension Possible police referral
Grades 6-12	~~1~~ Up to 3 day suspension Possible police referral Student Services referral Chemical health referral	Up to 5-day suspension Police referral Chemical health referral	Up to 10-day suspension Expulsion recommendation Police referral Chemical health 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, chemical health counselor, 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-3	★	★	★
Grades 4-5	★	Student Services referral Police referral	Up to 3-day suspension Police referral
Grades 6-12	Up to 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-3	★	★	★
Grades 4-5	★ Student Services referral	Up to 1-day suspension Student Services referral	~~1-~~Up to 3 day suspension Student Services referral
Grades 6-12	~~1-~~ Up to 3 day suspension Student Services referral	Up to 5-day suspension Student Services referral Police referral	Up to 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-~~Up to 2 day suspension Student Services referral	~~3-~~ Up to 5 day suspension Police referral
Grades 6-12	Up to 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-3	★	★	★ Student Services referral
Grades 4-5	★	★	Up to 1-day suspension Police referral
Grades 6-12	Up to 1-day suspension Police referral	~~2.~~ Up to 3 day suspension Police referral	~~3.~~ Up to 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 board may modify this expulsion requirement on a case-by-case basis.

Grades	First Offense
Grades PreK-12	Up to 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. 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-3	★	★	★
Grades 4-5	★	★	★
Grades 6-12	~~3.~~ Up to 5 day suspension	~~5.~~ Up to 10 day suspension	Up to 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.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-3	★	★	★
Grades 4-5	★	★	★
Grades 6-12	★	Up to 1-day suspension	Up to 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~~ might not be considered in possession of a weapon. 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-3	★	★	~~1-day suspension~~ ★
Grades 4-5	★	★ Up to 1-day suspension	Up to 3-day suspension
Grades 6-12	Up to 1-day suspension	Up to 3-day suspension	Up to 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 might not be considered in possession.

Grades	First Offense	Second Offense
Grades PreK-3	★	★
Grades 4-5	~~3-~~ Up to 5 day suspension Police referral	Up to 10-day suspension; Expulsion recommendation; Police referral
Grades 6-12	Up to 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	Warning or 1-week to 1-month suspension of Parking Permit depending upon circumstances Police referral	Suspension of Parking Permit for 1-week, 1-month, or for remainder of the year depending upon circumstances Police referral	Suspension of Parking Permit for the remainder of the year 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	★ Up to 1-day bus suspension	★ Up to 3-day bus suspension	★ Up to 5-day bus suspension	Loss of bus riding privilege for school year
Grades 6-12	Verbal Warning	★ ~~1~~ Up to 3 day	~~5-~~ Up to 10 day bus suspension	Loss of bus riding privilege for school year	

		bus suspension			

(★) *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-3	★	★ ~~1-2 day suspension~~ Student Services referral	★ ~~3-day suspension~~ Student Services referral
Grades 4-5	~~1—~~Up to 2 day suspension Student Services referral	Up to 3-day suspension Student Services/Police referral	Up to 10-day suspension Expulsion recommendation Police referral
Grades 6-12	~~3-~~ Up to 5 day suspension Student Services referral	Up to 10-day suspension Expulsion recommendation Police referral	

(★) *Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration. School administration retains discretion to advance to higher levels of discipline based upon the severity of an infraction. Student Services referral should involve counselor, social worker, psychologist, case manager, or other support services.*

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 PreK-3	★	★ ~~2-5 day suspension~~ Student Services referral	★ ~~5-10-day suspension~~ Police referral
Grades 4-5	Up to 5-day suspension Student Services referral	Up to 10-day suspension Expulsion recommendation Police referral	
Grades 6-12	Up to 10-day suspension Expulsion recommendation Police referral		

(★) *Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration. School administration retains discretion to advance to higher levels of discipline based upon the severity of an infraction. 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-3	★	★	★ Student Services referral
Grades 4-5	★	★ Student Services referral	★ Student Services referral
Grades 6-12	~~1-~~ Up to 3 day suspension Student Services referral	~~3-5~~ Up to 5-day suspension Student Services referral	Up to 10-day suspension Expulsion recommendation

(★) *Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration. School administration retains discretion to advance to higher levels of discipline based upon the severity of an infraction. Student Services referral should involve counselor, social worker, psychologist, case manager, or other support services.*

19. PUSHING, SHOVING, 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~~ Up to 1-day suspension	~~3-5~~ Up to 3-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 sexual or aggressive in nature, ~~performed with sexual or aggressive intent,~~ is prohibited. Indecent exposure is also prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-3	★	★ Student Services referral	★ Student Services referral
Grades 4-5	★	★ Student Services referral	~~2-~~ Up to 5 day suspension Student Services referral
Grades 6-12	Up to 10-day suspension Expulsion recommendation Student Services referral 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	Up to 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 4-12	Up to 5-day suspension Police referral	Up to 10-day suspension Expulsion recommendation Police referral

(★) *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-3	★	★	★
Grades 4-5	★	★	Up to 2-day suspension
Grades 6-12	★	~~3~~ Up to 5 day suspension Police referral	Up to 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-3	★	★	★
Grades 4-5	★	★	2-day suspension

Grades 6-12	~~3.~~ Up to 5 day suspension Police referral	Up to 10-day suspension pending further investigation** 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-3	★	★	★
Grades 4-5	★ Police referral	Up to 1-day suspension Police referral	~~1.~~ Up to 3 day suspension Police referral
Grades 6-12	~~1.~~Up to 3 day suspension Police referral	~~3.~~ Up to 5 day suspension Police referral	Up to 10-day suspension Expulsion recommendation Police referral

(★) *Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.*

26. THEFT, RECEIVING OR POSSESSION 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-3	★	★	★
Grades 4-5	★	★	Up to 2-day suspension
Grades 6-12	~~1.~~ Up to 3 day suspension	~~3.~~ Up to 5 day suspension Police referral	Up to 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 district 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 scheduled classes or a district-sponsored event. Remaining on ~~school~~ district property without authorization is prohibited. 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-3	★	★	★
Grades 4-5	★	★	★
Grades 6-12	Up to 1-day suspension	~~1.~~ Up to 3 day suspension	~~5.~~ Up to 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-3	★	★	★
Grades 4-5	★	★	Up to 2-day suspension
Grades 6-12	~~1.~~ Up to 3 day suspension Police referral	Up to 5-day suspension Police referral	Up to 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-3	★	★	★

Grades 4-5	★	★	~~4~~ Up to 5 day suspension
Grades 6-12	~~3.~~ Up to 5 day suspension Police referral	Up to 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-3	★	★	★
Grades 4-5	★	★	~~1.~~ Up to 3 day suspension
Grades 6-8	★	Up to 1-day suspension	~~1.~~ Up to 3 day suspension
Grades 9-12	★ Student Services referral	Up to 1-day suspension	~~3.~~ Up to 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~~ district 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-3	★	★	★

Grades 4-5	★	★	★
Grades 6-8	★	★	Up to 1-day suspension
Grades 9-12	★	Up to 1-day suspension	Up to 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, 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, is prohibited. This prohibition includes the distribution or receipt of a picture(s)/recording(s) 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 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~~ Up to 2 day suspension	~~3~~ Up to 5 day suspension	Up to 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.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-5	★	★	★ Network access limited or monitored for the rest of the year ~~.~~
Grades 6-12	★	★	Up to 10-day suspension *and* 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 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~~5	★	★	★
Grades ~~4~~6-12	~~1.~~ Up to 3 day suspension ~~.~~ Student Services referral ~~.~~	~~3.~~ Up to 5 day suspension~~.~~ Police referral ~~.~~	Up to 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.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-3	★	★ Student Services referral	★ Student Services referral
Grades 4-5	★	★ Student Services referral	~~1.~~ Up to 2 day suspension Student Services referral
Grades 6-8	~~1.~~ Up to 3 day suspension Student Services referral	~~3.~~ Up to 5 day suspension Student Services referral	Up to 10-day suspension pending further investigation** Student Services referral
Grades 9-12	~~3.~~ Up to 5 day suspension Student Services referral**	Up to 10-day suspension pending further investigation** Student Services referral	Up to 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-3	★	★ Student Services referral	★ Student Services referral
Grades 4-5	★	★ Student Services referral	~~1.~~ Up to 2 day suspension Student Services referral
Grades 6-8	~~1.~~ Up to 2 day suspension	~~2.~~ Up to 3 day suspension	~~3.~~ Up to 5 day suspension
Grades 9-12	~~1.~~ Up to 3 day suspension	~~3.~~ Up to 5 day suspension	Up to 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~~ district location or event is prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-3	★ Student Services referral	★ Student Services referral	★ Student Services referral
Grades 4-5	Up to 5-day suspension Police referral	Up to 10-day suspension Police referral	Up to 10-day suspension Expulsion recommendation Police referral
Grades 6-12	Up to 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-3	★	★ Student Services referral	★ Student Services referral
Grades 4-5	★	★ Student Services referral	~~1.~~ Up to 2 day suspension Student Services referral
Grades 6-12	★	~~1.~~Up to 3 day suspension Student Services referral	~~2.~~ Up to 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-3	★	★	★ Student Services referral
Grades 4-5	★ Student Services referral	★	Up to 1-day suspension
Grades 6-12	Up to 1-day suspension Student Services referral	~~2.~~ Up to 5 day suspension	Up to 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-3	★	★	★
Grades 4-5	★	★	★
Grades 6-8	★	★	~~1-3~~ ★ Up to 3-day suspension
Grades 9-12	★	★ Up to 1-day suspension	★ Up to 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-3	★	★ Student Services referral	★ Student Services referral
Grades 4-5	★ Police referral	Up to 2-day suspension Police referral	Up to 3-day suspension Police referral
Grades 6-12	Up to 5-day suspension Police referral	Up to 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
Grades PreK-3	★	★	★
Grades 4-5	★	★	Up to 2-day suspension
Grades 6-12	★	~~1.~~ Up to 3 day suspension	~~3.~~ Up to 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-3	★	★ Student Services referral	★ Student Services referral
Grades 4-5	★	★ Student Services referral	~~1-2~~ Up to 2-day suspension Student Services referral
Grades 6-8	★	~~1-3~~ Up to 3-day suspension Student Services referral	~~3-5~~ Up to 5-day suspension Student Services referral
Grades 9-12	~~3-5~~ Up to 5-day suspension Student Services referral	~~10-day~~ Up to 10-day suspension ~~pending further investigation**~~ Student Services referral	Up to 10-day suspension ~~pending further investigation**~~ Expulsion recommendation 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~~ district 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.~~ Up to 3 day suspension	~~3.~~ Up to 5 day suspension	Up to 10-day suspension Expulsion recommendation

(★) *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 oneself when requested is prohibited.

Grades	First Offense	Second Offense	Third Offense
Grades PreK-3	★	★	★
Grades 4-5	★	★	~~★~~ Same/next day dismissal
Grades 6-12	★	~~1-3~~ Up to 3-day suspension	~~3-5~~ Up to 5-day suspension

(★) *Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.*

46. THREATENING GROUP ACTIVITY
Threatening group-related activity, including but not limited to 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-3	★	★	★ Student Services referral
Grades 4-5	★	★ Student Services referral	★ Student Services referral
Grades 6-12	Up to 3-day suspension Student Services referral	Up to 5-day suspension	Up to 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 4-5	Up to 5-day suspension	Up to 10-day suspension Expulsion recommendation Police referral	
Grades 6-12	Up to 10-day suspension Expulsion recommendation Police referral		

(★) *Indicates opportunity for restorative practices and potential disciplinary action assigned by building administration.*

OTHER BEHAVIOR INFRACTIONS

48. DRESS AND APPEARANCE
This 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-3	★	★	★
Grades 4-5	★	★	~~1-~~ Up to 3 day suspension
Grades 6-12	~~1-~~ Up to 3 day suspension	Up to 3-day suspension	~~3-~~ Up to 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-3	★	★	★
Grades 4-5	★	★	★
Grades 6-8	★	~~1-~~ Up to 3 day suspension	~~3-~~ Up to 5 day suspension
Grades 9-12	Up to 1-day suspension	Up to 3-day suspension	~~3-~~ Up to 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-3	★	★	★
Grades 4-5	★	★	★
Grades 6-12	★	~~1-~~ Up to 3 day suspension	~~3-~~ Up to 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's or district's needs.

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
revised:	10/16/23
revised:	02/12/24
revised:	07/08/24
revised:	__/__/26

APPENDIX II TO POLICY 506

DISCIPLINE COMPLAINT PROCEDURE

Students, parents/guardians, or staff may file a complaint and seek corrective action when they believe the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied. Edina Public Schools prohibits reprisal or retaliation against any person who asserts, alleges, or reports a complaint.

The administrator receiving the complaint will, within three days of receiving the complaint, determine the nature and scope of the investigation and follow-up procedures. The administrator or a designated investigator will ascertain details concerning the complaint, provide an opportunity for involved parties to submit additional information, and respond promptly concerning the status of the matter including any appropriate action or corrective measure that was taken, to the extent permitted by law. A written determination to the complainant that addresses each allegation and contains findings and conclusions will be provided upon completion of the investigation. If the investigation finds the requirements of district policy were not implemented appropriately, a corrective action plan to correct the student's record and provide training for staff involved will be provided.

Families who are a party to an exclusion or expulsion decision may appeal the decision to the commissioner of education within 21 calendar days of school board action. An expulsion appeal form can be found on the MDE website at education.mn.gov/MDE/fam/disc/exp/.

Date of Complaint: _____

Student Name: _____

Student Signature: _____

Parent/Guardian or Staff Name: _____

Parent/Guardian or Staff Signature: _____

Description of Complaint:

Edina Public Schools
DEFINING EXCELLENCE

Policy 806

Buildings and Sites

Emergency Management

I. Purpose

This policy defines the security requirements for school district buildings and grounds, and serves as a guide for the ~~school~~ district, building administrators, employees, families, and students regarding preparation, training, and real-time implementation of the emergency ~~management~~ operations system for the district. Each ~~school~~ district building maintains emergency ~~management~~ operations plans ("EOPs") to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation.

II. General Statement of Policy

The school district strives to provide a safe and secure learning and working environment for all district learners, employees, and visitors and to protect the physical assets of the district from damage or harm. To ensure general security, access to buildings will be restricted to those who have legitimate business within the buildings or on the grounds of the district.

~~The school district's emergency management~~ This policy has been created in consultation with our public safety partners and is consistent with the Minnesota School Safety Center. To implement this policy, a districtwide EOP and individual building EOPs will be established and maintained. ~~It is designed so that each building administrator maintains consistency with regard to district plans~~. ~~Emergency plans~~ Building EOPs will be tailored to meet a building's specific needs and student population. This policy is designed so that each building administrator maintains consistency ~~with regard to~~ implementing the district ~~plans~~ EOP and their building EOP.

The building ~~principal~~ administrator will annually ~~review, update,~~ meet with the BERT to review and update their building-specific EOP, and report the completion of the meeting to the EMSSO. A copy of this policy and building-specific ~~plan~~ EOP will be kept onsite. Building-specific ~~crisis management plans~~ EOPs will include general crisis procedures, as well as building- and student-specific procedures.

III. Definitions

For purposes of this policy, the definitions included in this section apply.

A. “Building Emergency Response Team” (“BERT”) means the group of people organized and prepared in each building pursuant to section ~~IV~~ VIII of this policy to handle emergency functions on the site-level.

B. “District Emergency Response Team” (“DERT”) means the district-level group organized and prepared pursuant to section ~~IV~~ VIII of this policy to handle emergency functions on the district-level.

C. “Emergency Management and School Safety Officer” (“EMSSO”) means the district employee designated to oversee and coordinate districtwide safety, security, and emergency preparedness, including the development, implementation, and evaluation of related plans and procedures.

D. “Emergency Operations Plan” (“EOP”) means a document that outlines procedures and responsibilities that will guide the district’s actions and decisions, and coordination with other authorities when needed, during an emergency to minimize the impacts and risks and restore normal operations as soon as possible. An EOP is a guide that provides a structure from which an effective response can be tailored to manage a specific situation.

~~C~~E. “Incident Commander” means the person on site responsible for managing the operations and emergency response, as well as communicating with district-level personnel. The Incident Commander is the building principal or department administrator. In the event of the principal’s or department administrator’s absence or incapacity, their designee (in order of designation under section ~~IV~~ VIII of this policy) will serve as Incident Commander.

~~D~~F. “Incident Command System” means the planned emergency response checklist protocol established pursuant to section ~~I~~VIII.A. of this policy.

~~E~~G. “Standard Response Protocols” means the responses described in section VIII.D. of this policy which will be employed, as appropriate, by the Incident Commander to maximize safety in the event of an emergency situation.

~~F~~H. “Unified Command Structure” means a command model consisting of the police and fire emergency response personnel, the site’s Incident Commander, and DERT. Each party plays a unified role in the continuing response to an emergency situation.

IV. Program Oversight

The EMSSO is responsible for implementation of this policy, including the coordination of the security program and all necessary reporting. The EMSSO will:

A. Ensure compliance with federal, state, and local laws related to safety and security.

B. Ensure compliance with this policy, including arranging for the necessary training of employees to ensure proper implementation of this policy.

C. Develop and implement procedures and practices to enhance the charge of this policy at the district and site levels.

D. Maintain a current set of building EOPs.

E. Maintain a log of all reported security incidents, and complete timely debriefs and/or after-action reports of safety and security events which have occurred in the district.

F. Collaborate with stakeholders on all safety and security measures.

V. Districtwide Security Protocols

A. Doors to all buildings are locked during the school day except:

1. The secured main entrance access door to each school building;

2. Any door under the direct observation of an employee or volunteer assigned the responsibility to monitor the door; and

3. Doors leading to non-K–12 sections of the Edina Community Center.

B. The main entrance to each building will be posted as the main entrance and a notice will be posted directing visitors to check in.

C. All adults in the buildings during the school day must wear identification badges.

1. All employees are required to wear an official Edina Public Schools identification badge at all times. An employee who forgets their identification badge must obtain a temporary badge from the building office.

2. All visitors are required to obtain a visitor badge that must be dated in such a way as to make it obsolete at the end of the day.

3. Each employee is responsible for approaching a visitor not wearing a visitor badge and offering to escort or direct that person to the building office.

D. After-hours safety of students and employees:

1. Any non-district group or organization using school district facilities must provide adequate supervision to all group members in accordance with Policy 902 – Use of School District Facilities and Equipment. Adequate supervision includes an adult of appropriate gender supervising the locker room any time persons under the age of 18 are using the locker room.

2. All district groups or organizations will ensure an adult of appropriate gender supervises the locker room any time persons from district group or organization who are under the age of 18 are using the locker room.

3. An employee who is in the building before or after normal building hours is encouraged to lock the door of their room and take other appropriate steps to ensure their personal safety.

VI. Building-Specific Responsibilities

A. Each building will develop an EOP addressing security issues and emergency operations unique to that site. The building plan may not contradict this policy.

B. The building EOP will be reviewed annually and any changes submitted to the EMSSO prior to the start of each school year.

C. Each building EOP will address after-hours safety of students and employees who may be using the building.

D. Any building may request a variance to the above responsibilities, in writing, to the EMSSO providing the rationale for the variance, how security will be maintained with the variance in place, and the process used by the building in determining the building variance need. The final decision to approve or disapprove the variance request will be made by the superintendent and reported to the school board.

E. The building administrator is responsible for implementation of this policy and the building EOP.

F. The building administrator will report all critical security incidents to the EMSSO.

~~I~~VII. General Emergency Procedures

The school's emergency response procedures include general emergency plans for securing the building, evacuating the building, sheltering, lockdown, and

reunification. The plans will be communicated to the BERT, as well as shared with the superintendent's office and the EMSSO. These plans should be representative of crisis situations, which may occur during the school day or at ~~school~~ district-sponsored events and functions. ~~Emergency plans~~ EOPs should also take into account communicating with and supporting building substitutes, visitors, and volunteers.

VIII. Emergency Management Elements

The principal or department administrator will serve as incident commander. The principal or department administrator will designate at least two other individuals (1st alternate and 2nd alternate) who will serve as the incident commander to enact the emergency response plan in the event that the principal or department administrator is unavailable.

All buildings will have a BERT. This team should be composed of several members who do not have direct responsibility for supervision of students. Licensed teaching staff can make up some subset of the BERT but should not be the only members. The building administrator or a designee will serve as lead of this team. Annually, buildings will review and train their members. A copy of this BERT team list will be shared with the superintendent's office and the ~~emergency management and safety officer~~ EMSSO.

The DERT will be established at the district level. This team will consist of all cabinet members. Additional members will include the EMSSO, director of buildings & grounds, the building & grounds manager, the director of district media and technology services (DMTS), the district ~~nurse and~~ health services supervisor, and the supervisor of transportation services. In the event of a crisis, the DERT may enlist additional staff members for support.

A. In the event of an emergency, the building administrator ~~principal~~ or designee will follow the ~~emergency response plan~~ EOP using the Incident Command System. During an emergency situation or drill, an incident command checklist is utilized. This checklist requires the following actions: placing the school or building in a Standard Response Protocol, calling 911, and the Incident Commander assuming radio command. This will be completed immediately, or as soon as reasonably possible in an emergency situation. The action of taking command includes radio communication advising the district office of the emergency.

B. The Incident Commander will, in addition to the above actions, make and communicate operational activities to the BERT. If applicable, the Incident Commander will prepare to meet with police and fire personnel to form a Unified Command Structure.

C. The ~~school's~~ district's ~~emergency procedures~~ EOP will be kept on file with the superintendent's office and the ~~emergency management and school~~

~~safety officer~~ EMSSO and be readily available in ~~the school~~ district buildings to address all hazards, including the following emergencies:

Active Shooter (not Active Shooter Simulations)
Assault
Bomb Threat
Chemical or Biological Threat
Cybersecurity Incident
Demonstration
Fight/Disturbance
Fire
Hazardous Materials
Hostage
Intruder
Medical Emergency
Mechanical Malfunction (i.e., boiler, HVAC, etc.)
Power Outage
Severe Weather: Tornado/Severe Thunderstorm/Flooding
Suicide
Weapons
Other (as determined to be necessary by the building administration or the ~~district emergency management and school safety officer~~ EMSSO)

D. In addition, the ~~school's~~ district's ~~emergency response plan~~ EOP will address the following Standard Response Protocols and procedures:

1. Standard Response Protocols:

   a. **Hold**. Hold in your room or area. Clear hallways. Typically used during a medical scenario.
   b. **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.
   c. **Lockdown**. Doors locked and lights turned off. Students and staff position themselves out of the sight of an intruder.
   d. **Evacuate**. Leave the building and move to a specified location. Typically used for a fire.
   e. **Shelter**. Take shelter in a designated location. This occurs most often for severe weather such as a tornado.

2. Additional Procedures:

   a. **Reunification**. The process to be followed in ~~In~~ the event that staff/students are unable to stay in or return to the building. One or more reunification sites will be identified by the district and reviewed annually.
   b. **Media Procedures**. Media relations and outgoing

information will flow through the director of marketing and communications.

c. **Post-crisis procedures with DERT.** Following an incident, the involved BERT and DERT will debrief with our safety partners. This should occur as close to the incident time as reasonably possible.

E. Each ~~school/~~ district building will have copies of the following available to public safety members and others needing the information. This information is confidential and not available to the general public. Multiple copies should be made and placed in several locations.

1. Facility Diagrams

2. Reunification Location(s)

3. Emergency Contacts

VI. Training and Preparation for Emergencies

A. Building administrators will ensure all staff are trained annually in all emergency plans, Standard Response Protocols, and procedures. This training should be conducted by September 15 of each year. Additionally, building administrators will ensure all new staff (hired after the initial training) are trained in all emergency plans, Standard Response Protocols, and procedures. Where possible, this should be completed immediately upon a new hire's start date.

B. The building administrator ~~principal~~ is responsible for conducting at a minimum, eleven state mandated drills. Each member of the school's BERT will have training in the Incident Command System response and participate in all drills. Each year, at least one drill will be an enhanced drill and our public safety partners should be invited to observe and comment on these drills. A drill log sheet will be filled out and submitted to the superintendent's office and the ~~emergency management and safety officer~~ EMSSO annually. A record of drills conducted will be maintained by the building principal or designee.

C. Each school site will have at least two employees - a health services assistant (HSA) and licensed school nurse (LSN) - certified in cardiopulmonary resuscitation (CPR). In a medical emergency situation, the district health services supervisor will establish a care team to respond to the situation. The team training and medical emergency procedures will be coordinated by the district health services supervisor.

VII. Communications

Each emergency communication plan will include dual methods of dissemination. For example, to notify of a school closure due to an emergency, the school district will send out a mass notification to families via email and include the information on a pop-up on the district website.

District administration will implement and monitor the following emergency communication procedures:

A. Uniform warning system that notifies staff and students of a crisis situation. Examples include: PA system, email, strobes, phone notification.

B. Notification procedures for staff, families, and students when there is a school closure due to an emergency.

C. Notification to school families, community, staff, and media in response to a crisis or incident in the school community, as appropriate.

D. Notification to student victims of criminal offenses at or on school property of their option to transfer schools consistent with federal law.

Legal References:
Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.037 (School Safety Drills)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents and Active Shooter Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)
Minn. Stat. § 326B.02, subd. 6 (Powers: State Fire Code Rulemaking Authority)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, subd. 4 and subd. 4a (Trespass~~es~~: Trespasses on School Property; Trespass on a School Bus)
Minn. Rules Part 7511 (Fire Code)
20 U.S.C. § 1681 et seq. (Title IX of the Education Amendments of 1972)
20 U.S.C. § 6301 et seq. (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 et seq. (Stafford Act)
~~Minnesota School Safety Center - Resources (mn.gov) - (https://dps.mn.gov/divisions/hsem/mn-school-safety-center/Pages/resources.aspx)~~

Cross References:
Policy 208 (Development, Adoption, and Implementation of Policies)
Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
Policy 413 (Harassment and Violence Prohibition, Students and Employees)
Policy 501 (School Weapons Policy)
Policy 506 (Student Conduct and Discipline)

Policy 532 (Use of Crisis Teams and Peace Officers and Crisis Teams to Remove Students with Individualized Education Programs (IEPs) from School Grounds)
Policy 902 (Use of School District Facilities and Equipment)
Policy 903 (Visitors to School District Buildings and Property)

Resources:
Comprehensive School Safety Guide - Minnesota School Safety Center - Resources - https://dps.mn.gov/divisions/hsem/programs/mn-school-safety-center/school-safety-resources

I Love U Guys Foundation, *Standard Response Protocol* - https://iloveuguys.org/The-Standard-Response-Protocol.html (012325)

Safe and Sound Schools - https://safeandsoundschools.org/ (012325)

Policy adopted:	06/21/10
revised:	12/12/16
reviewed:	07/13/20
revised:	08/08/22
revised:	08/17/23
revised:	08/05/24
revised:	08/11/25
revised:	__/__/__

INDEPENDENT SCHOOL DISTRICT NO. 273
Edina, Minnesota

[Policy 810 to be rescinded, with its provisions merged into Policy 806.]

Edina Public Schools
DEFINING EXCELLENCE

~~Policy 810~~

~~Buildings and Sites~~

~~Safety and Security of Students, Employees, Visitors, Buildings, and Grounds~~

~~I. Purpose~~

~~This policy defines the security requirements for school district buildings and grounds in order to ensure the safety of students, employees, and visitors.~~

~~II. General Statement of Policy~~

~~The school district strives to provide a safe and secure learning and working environment for all district learners, employees, and visitors and to protect the physical assets of the district from damage or harm.~~

~~To ensure general security, access to buildings will be restricted to those who have legitimate business within the buildings or on the grounds of the district. A district-wide security plan and individual building plans will be established and maintained. The director of media and technology services emergency management and school safety officer ("EMSSO") is responsible for implementation of this policy, including all necessary reporting.~~

~~III. Program Oversight~~

~~A. The director of media and technology services will coordinate the district's security program. The emergency management and school safety officer ("EMSSO") is responsible for implementation of this policy, including the coordination of the security program and all necessary reporting. The director EMSSO will:~~

- ~~A. Ensure compliance with federal, state, and local laws related to safety and security.~~
- ~~B. Ensure compliance with this policy and Policy 806 (Emergency Management).~~
- ~~C. Develop and implement procedures and practices to enhance the charge of this policy at the district and site levels.~~
- ~~D. Complete timely debriefs and/or after-action reports of safety and security events which have occurred in the district.~~

- E. Collaborate with stakeholders on all safety and security measures.

B. In compliance with Policy 806 (Emergency Management), all buildings will have a Building Emergency Response Team (BERT). This team should be composed of several members who do not have direct responsibility for supervision of students. Licensed teaching staff can make up some subset of the BERT but should not be the only members. The building administrator or a designee will serve as lead of this team. Annually, buildings will review and train their members. A copy of this BERT team list will be shared with the superintendent's office and the director of media and technology services EMSSO.

The District Emergency Response Team (DERT) will be established at the district level. This team will consist of all cabinet members. Additional members will include the director of buildings and grounds, the building and grounds manager, and the supervisor of transportation services. In the event of a crisis, the DERT may enlist additional staff members for support.

IV. District-Wide Responsibilities

A. Doors to all buildings are locked during the school day except:

1. The secured main entrance access door to each school building;

2. Any door under the direct observation of an employee or volunteer assigned the responsibility to monitor the door; and

3. Doors leading to non-K–12 sections of the Edina Community Center.

B. The main entrance to each building will be posted as the main entrance and a notice will be posted directing visitors to check in.

C. All adults in the buildings during the school day must wear identification badges.

1. All employees are required to wear an official Edina Public Schools identification badge at all times. An employee who forgets their identification badge must obtain a temporary badge from the school office.

2. All visitors are required to obtain a visitor badge that must be dated in such a way as to make it obsolete at the end of the day.

3. Each employee is responsible for approaching a visitor not wearing a visitor badge and offering to escort or direct that person to the building office.

D. After-hours safety of students and employees:

1. Any non-district group or organization using school district facilities must provide adequate supervision to all group members in accordance with Policy 902 – Use of School District Facilities and Equipment. Adequate supervision includes an adult of appropriate gender supervising the locker room any time persons under the age of 18 are using the locker room.

2. All district groups or organizations will ensure an adult of appropriate gender supervises the locker room any time persons from district group or organization who are under the age of 18 are using the locker room.

3. An employee who is in the building before or after normal building hours is encouraged to lock the door of their room and take other appropriate steps to ensure their personal safety.

V. Building Specific Responsibilities

A. Each building will develop a plan addressing security issues unique to that site. The building plan may not contradict this policy.

B. The building plan will be reviewed annually and any changes submitted to the director of media and technology services EMSSO prior to the start of each school year.

C. Each building plan will address after-hours safety of students and employees who may be using the building.

D. Any building may request a variance to the above responsibilities, in writing, to the director of media and technology services EMSSO providing the rationale for the variance, how security will be maintained with the variance in place, and the process used by the building in determining the building variance need. The final decision to approve or disapprove the variance request will be made by the superintendent and reported to the school board.

E. The building administrator is responsible for implementation of this policy and the building plan.

F. The building administrator will report all critical security incidents to the director of media and technology services EMSSO.

VI. Responsibilities of the director of media and technology services EMSSO.

A. Will maintain a current set of building security plans.

B. Will maintain a log of all reported security incidents.

C. Will arrange for necessary training of employees to ensure proper implementation of this policy.

Cross Reference:
Policy 806 (Emergency Management)
Policy 902 (Use of School District Facilities and Equipment)

Policy INDEPENDENT SCHOOL DISTRICT NO. 273
adopted: 07/19/10 Edina, Minnesota
revised: 11/18/13
revised 05/15/17
revised: 02/12/24
revised: __/__/26

VIII. **Leadership and Committee Updates**

IX. **Superintendent Updates**

X. **Adjournment**

XI. **Information**

XI.A. Expenditure Summary - May 2026

Edina Public Schools
DEFINING EXCELLENCE

Board Meeting Date: 6/8/2026

Title: Expenditure Summary – May 2026

Type: Information

Presenter(s): Mert Woodard – Director, Finance & Operations

Description: The attached report describes fiscal year-to-date expenditure activity within the District's various funds through May 31, 2026.

Recommendation: There is no recommended action.

Desired Outcomes from the Board: This information is provided for the benefit of the School Board and its stakeholders.

Attachments:

1. **Expenditure Summary – May 2026**

XI.B. Investment Summary - May 2026

Edina Public Schools
DEFINING EXCELLENCE

Board Meeting Date: 6/8/2026

Title: Investment Summary – May 2026

Type: Information

Presenter(s): Mert Woodard – Director, Finance & Operations

Description: The attached report provides detailed information regarding cash and investments belonging to the District as of May 31, 2026.

Recommendation: There is no recommended action.

Desired Outcomes from the Board: This information is provided for the benefit of the School Board and its stakeholders.

Attachments:

1. **Investment Summary – May 2026**

XI.C. Enrollment Report - May 2026

Board Meeting Date: 6/8/2026

Title: Enrollment Report – May 2026

Type: Information

Presenter(s): Mert Woodard – Director, Finance & Operations

Description: The attached report describes district-wide enrollment through May 31, 2026 and includes comparative data from the prior year.

Recommendation: There is no recommended action

Desired Outcomes from the Board: This information is provided for the benefit of the School Board and its stakeholders.

Attachments:

1. **Enrollment Report – May 2026**

XI.D. 2025-2026 Substitute Teacher Fill Rate

Edina Public Schools

DEFINING EXCELLENCE

Board Meeting Date: 6/8/2026

Title: 2025-2026 Substitute Teacher Fill Rate

Type: Information

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

Background: A school district's "fill rate" refers to its ability to hire enough substitute teachers to cover absent teachers, expressed as the percentage of teacher absences filled by substitutes.

Beginning with the 2023-2024 school year, the district adopted a building substitute model fully staffed through Kelly Services (formerly known as Teachers on Call). This change enabled the addition of dedicated substitutes at each school building, providing increased support for unexpected staff absences. Our substitute system continues to prove highly effective, with the district's overall substitute fill rate averaging 99% in 2025-2026, which is up from 97% in 2024-2025, 96% in 2023-2024, and 70% in 2022-2023.

Recommendation: Information only

Attachment(s): N/A