

## **Work Session**

Tuesday, February 20, 2024 5:00 PM

ECC 350, 5701 Normandale Road, Edina, MN 55424

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

II. **Approval of Agenda**



**School Board Work Session**  
**Tuesday, February 20, 2024; 5:00 PM**  
**ECC Room 350**

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

**II. Approval of Agenda**

**III. Discussion**

**A. Proposed 2024-2025 Board Meeting Calendar**

**Description:** The School Board holds regular meetings once a month, beginning at 7:00 PM in Room 349 of the Edina Community Center. Scheduled work sessions generally begin at 5:00 PM. Any changes or additions are made in accordance with District policy and are posted on the district website and the Edina Community Center district bulletin board.

**Presenter(s):** Board Chair Erica Allenburg

**B. Continuous School Improvement Plan Process Update**

**Description:** Each year, Edina Public Schools' principals and leadership teams partner to develop continuous improvement plans for their sites. The attached presentation and board work session discussion will provide the school board and community with additional information about how schools are using their continuous school improvement plans to monitor progress toward goals and adapt if changes are needed during the year.

**Presenter(s):** Dr. Randy Smasal, Assistant Superintendent; Chris Holden, Normandale Elementary Principal; and Patrick Bass, Valley View Middle School Principal

**C. Unified Transition: Project SEARCH**

**Description:** This board report contains a proposal to support special education students in their final year of transition programming through a partnership with Edina Public Schools, Project SEARCH, Fairview Southdale Hospital, Minnesota Department of Education, and the Minnesota Department of Employment and Economic Development.

**Presenter(s):** Jody Remsing, Director of Student Support Services

**D. Diversity Equity Inclusion (DEI) Update**

**Description:** In alignment with priority strategy B: Ensure an equitable and Inclusive culture this is an update on the 23-34 DEI initiatives focusing on three critical areas: families, staff development and supporting the culture of the district.

**Presenter(s):** Frannie Becquer, Director of Achievement Equity and Multilingual Learner Programming

**E. School Board Election Processes and Considerations**

**Description:** In April 2022, the City of Edina expressed a desire to discontinue managing school board elections due to the complexity, time and resources election management is causing the city. Since then, Edina School District has been analyzing current school board election processes, options and the impacts of varying process

changes. At the board's 1/23 and 1/24 board retreat, the Edina School Board had a general overview of the impact of the school board election and moving elections from odd to even years. At this retreat it was explained that the board, with input and updates from the city, needed to make a decision regarding its election processes this spring due to certain legal, date-dependent requirements the state has when announcing board elections.

**Presenter(s)**: City-School District Liaisons, Erica Allenburg and Michael Birdman

F. Preliminary Cost Containment Recommendations - Fiscal Year 2025

**Description**: The District administration's revenue and expenditure assumptions for the 2024-2025 school year are estimated to result in the District's unassigned fund balance being below the minimum level required by Board policy. In order to adhere to policy and maintain the District's long-term financial stability, the District administration recommends containing costs in the amount of \$3,620,000.

**Presenter(s)**: Mert Woodard, Director of Finance and Operations

**IV. Action**

A. Proposed 2023-2025 Health Service Associate Collective Bargaining Agreement

**Description**: The School District's Health Service Associates (HSAs) have ratified a tentative agreement for a two-year contract effective July 1, 2023 through June 30, 2025. The two-year total package for this proposed agreement is \$1,318,816, which represents an increase of \$62,968. Using the Minnesota School Board Association's costing formula, the two year percentage increase is 5.00%. This amount is within the School Board's financial parameters for this collective bargaining agreement.

**Presenter(s)**: Sonya Sailer, Director of Human Resources; and Mert Woodard, Director of Finance and Operations

**V. Leadership and Committee Updates**

**VI. Superintendent Updates**

**VII. Adjournment**

### **III. Discussion**

III.A. Proposed 2024-2025 Board Meeting Calendar



**Board Meeting Date:** 2/20/2024

**Title:** Proposed 2024-2025 Board Calendar Dates

**Type:** Discussion

**Presenter(s):** **Board** Chair Erica Allenburg

**Description:** The School Board holds regular meetings once a month, beginning at 7:00 PM in Room 349 of the Edina Community Center. Scheduled work sessions generally begin at 5:00 PM. Any changes or additions are made in accordance with District policy and are posted on the district website and the Edina Community Center district bulletin board.

**Recommendation:** Adopt the attached meeting dates for the 2024-2025 school year at the March regular meeting.

**Desired Outcome(s) from the Board:** Board members need to review proposed meeting dates and come prepared to discuss any potential conflicts before the calendar is added to the consent agenda at the March regular meeting. Please keep in mind there is little flexibility due to avoidance of federal, state, school, cultural and religious holidays.

**Attachment(s):** 2024-2025 Board meeting dates



DEFINING EXCELLENCE

2024-2025 Proposed Board Meeting Dates

	1st work session and regular meeting (Monday)	2nd work session (Tuesday)
July	8	23
August	5	20
September	9	24
October	7	22
November	4	19
December	2	17
January	6	-
January	6	21
February	3	18
March	3	18
April	7	22
May	5	20
June	9	-

III.B. Continuous School Improvement Plan  
Process Update



**Board Meeting Date:** 2/20/24

**Title:** Continuous School Improvement Plan Process Update

**Type:** Discussion

**Presenter(s):** Dr. Randy Smasal, Assistant Superintendent; Chris Holden, Normandale Elementary Principal; and Patrick Bass, Valley View Middle School Principal

**Description:** Each year, Edina Public Schools' principals and leadership teams partner to develop continuous improvement plans for their sites. The attached presentation and board work session discussion will provide the school board and community with additional information about how schools are using their continuous school improvement plans to monitor progress toward goals and adapt if changes are needed during the year.

**Recommendation:** No recommendation is being made at this time. This item has been prepared for board discussion.

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

**Attachment(s):**

- [Slide Deck](#) for 2-20-24 Board Work Session
- Also, see the attached Board Presentation from Oct. 16, 2023 on additional background information related to developing CSIP plans at the sites: [Slide Deck](#).



# Continuous School Improvement Planning

Presenters:

Dr. Randy Smasal, Assistant Superintendent  
Chris Holden, Normandale Principal  
Patrick Bass, Valley View Principal

# Overview

Vision, Mission and Strategic Initiatives

Data Metrics Plan

CSIP Process Review

Principal Stories and Sharing



# Edina Vision & Mission

**For Each and Every Student to Discover their Possibilities and Thrive.**

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**Edina Public Schools is a dynamic learning community delivering educational excellence and preparing all students to realize their full potential.**

**Through academics, activities, and opportunities, we encourage creativity, foster curiosity, and develop critical thinking skills. We support every student's educational journey by creating a caring and inclusive school culture that supports the whole student.**



# Edina Strategic Initiatives

## Strategy A: Advance Academic Excellence, Growth and Readiness

1. Design and deliver curriculum, instruction and assessment focused on content rigor, critical thinking, student engagement and continuous improvement to assure academic achievement and student growth.
2. Provide a coherent and differentiated educational experience that effectively engages, appropriately challenges every student academically.
3. Provide expanded, timely and effective interventions for students based on data and individual needs, through all school phases, PreK-12 and throughout the school year.



# Edina Strategic Initiatives

## Strategy B: Ensure an Equitable and Inclusive School Culture

2. Create a school culture that enhances learning and fosters a sense of belonging for all students through our values of Integrity, Compassion, Courage, Commitment, Appreciation and Responsibility.
3. Support equity by identifying and eliminating structural barriers to success.



# Edina Strategic Initiatives

## Strategy C: Foster Positive Learning Environment and Whole Student Support

4. Create environments that are conducive to learning and facilitate constructive student interaction.



# Edina Strategic Initiatives

## Strategy D: Develop Leadership Throughout the District

4. Develop and maintain a culture of continuous improvement based on evidence.



# Edina Strategic Initiatives

## Strategy E: Engage Parents, Schools and Community

1. Provide engagement opportunities and information about Edina Public Schools to the community so that all community members feel connected and know how to contribute to our collective success.
4. Develop and maintain a culture of continuous improvement based on evidence.



# Continuous School Improvement Planning Process

This is a detailed method for improving academic, social-emotional and culture/climate outcomes in a school setting. The word “Continuous” is especially important as it aligns ***with our mission to be a “Dynamic” learning community*** and signifies the responsive and adaptive nature of these plans.



# Alignment: The Power of People



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# COMPREHENSIVE ASSESSMENT PLAN

*District*  
**DATA METRICS PLAN**

*District*  
**CDIP**

*Building*  
**CSIP**

*Grade Level*  
**PLC**

**E**

**E**

# CSIP

KIPS



Action Plans



Target (Goals)  
at year end

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# Department and Site Plans

- S.M.A.R.T. Goals
  - Action Plans
    - Key Indicators of Progress
      - Metrics of Performance



# Goals

- S.M.A.R.T. format
- Literacy
- Numeracy
- Culture and Climate for adults
- Alternative Compensation (Either Literacy or Numeracy)



# Metrics

- Fastbridge
- MCA
- iXL
- Grades
- Panorama



# Actions

## District Level Actions

- Teaching and Learning Big Rocks
  - Multi-tiered Systems of Support (MTSS)
  - Culturally Proficient School Systems (CPSS)
- Principal Reflection/Sharing at Leadership Meetings
- Literacy Coaches
- LETRS Training
- September/October “launch” dialogue and quarterly progress Checks with Superintendent, Assistant Superintendent
- Monthly Check-ins with Assistant Superintendent



# Actions

## Site Level Actions

- Varies by site based on goals



# KIPS

## Key Indicators of Progress (KIPs)

- Short cycle feedback
- On or off trajectory toward goals
- Informs need to change action(s)
- Progress monitoring



# Normandale Elementary Story

## Year to Date Successes

- FAST and Panorama allow for mid-year check in on CSIP progress
- ND is on track to meet CSIP goals for 23-24
- Literacy coach and learning specialists collaborate with classroom teachers around tier 1 and interventions
- Staff builds organic connections around interests: pickleball, French club etc.
- Celebrations and events that connect ND students and families: Winter service projects, Fête des Cultures etc.
- Keep CSIP alive and front and center for staff
- Use Panorama feedback to support students



# ND CSIP

- **The percent of students in grades 3-5 meeting or exceeding the benchmark on aREADING will increase from 78% in fall of 2023 to 81% in spring of 2024.**
  - aREADING= 82% Proficient (EOY goal is 81%), 70% normal to aggressive growth
- **The percent of students in grades 2-5 meeting or exceeding the benchmark on aMath will increase from 86% in fall of 2023 to 88% in spring of 2024.**
  - aMATH= 89% Proficient (EOY goal is 89%), 68% normal to aggressive growth

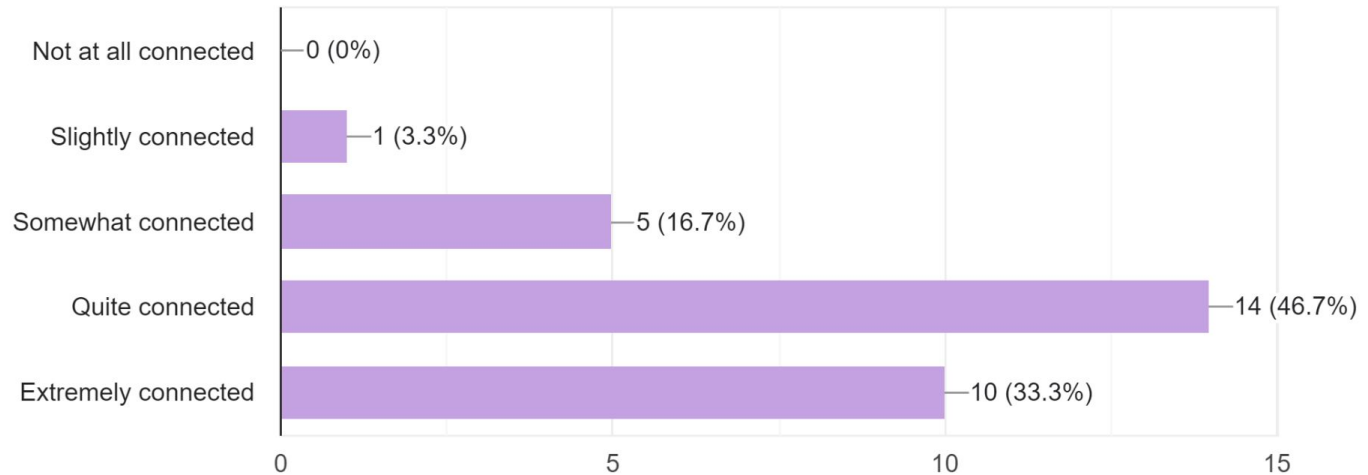


# ND Staff Climate Winter Survey

- Staff sense of belonging= 80% quite connected (EOY goal is 63%)

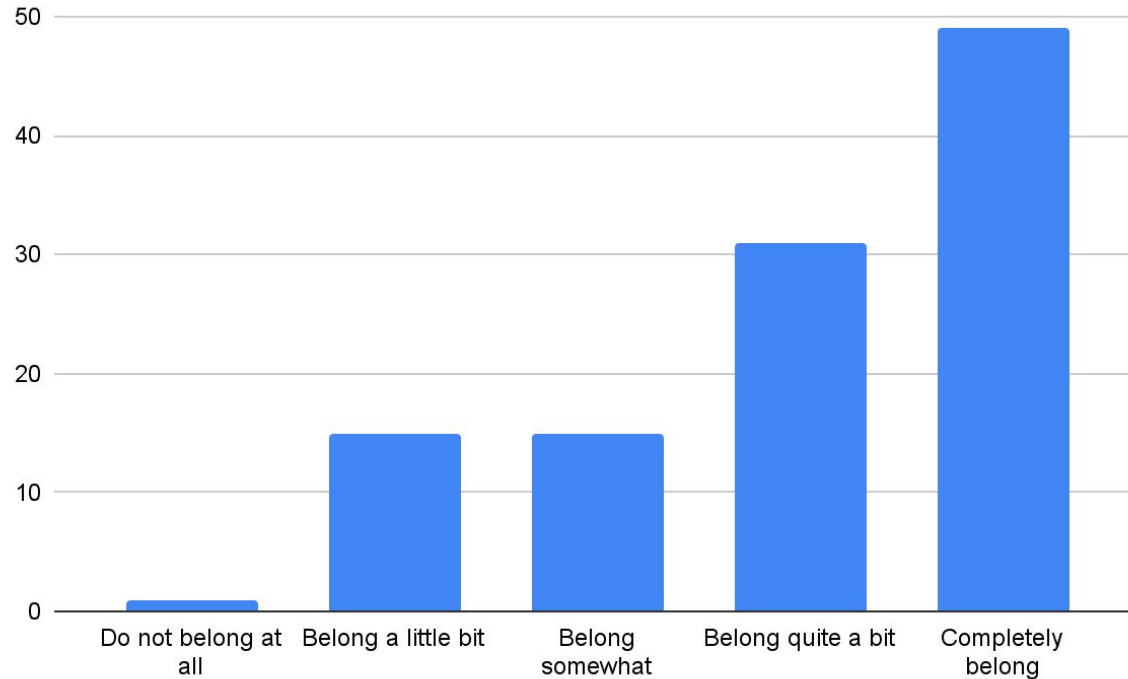
How connected do you feel to your Normandale colleagues?

30 responses



# ND Student Sense of Belonging Winter Survey

- Student sense of belonging= 80% belong quite a bit (EOY goal is 78%)



# Positive Greetings at the Door



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# Valley View Story

## *The Valley View Vibe!*

Our CSIP 23'-24' Journey:

- CSIP goals all met by November 3rd
- Boosted literacy and numeracy target (\*except staff wellness)
- Responsive to student polling (club launch)
- FastBridge winter results
- Blueprinting for intervention
- Combo PD to reinforce intervention plan
- Staff climate continues to soar - short cycle



# Valley View Story

## Fall CSIP

**Numeracy Goals: Growth** -- The percentage of VVMS students who are 'proficient' on the aMath Fastbridge assessment will increase from 76% in the Spring of '23 to 80% in the Spring of '24. **\*82% fall 2023 data results - 83% new goal for spring '24**

**Literacy Goals: Growth** -- The percentage of VVMS students who are 'proficient' on the aReading Fastbridge assessment will increase from 73% in the Spring of '23 to 77% in the Spring of '24. **\*77% fall 2023 data results - 79% new goal for spring '24**

Action Steps (what will we do)	Key Indicators of Progress (how will we know we are making progress?)	Metrics (what we'd expect to see)
<p><b><u>Ongoing Action Steps</u></b></p> <ol style="list-style-type: none"> <li>1. Since we know psychological safety proceeds learning, all learners at VVMS are enrolled in advisory and will have opportunities and access to curriculum that promotes connections and belonging to peers and staff within the school.</li> </ol>	<ul style="list-style-type: none"> <li>• Growth in favorable responses in student and staff survey data related to climate.   Comparative growth in fall, winter, and spring measured against spring '23 baseline data.</li> <li>• Development of learner led story</li> </ul>	<ul style="list-style-type: none"> <li>• Growth in student feeling of belonging over the course of the year. (fall, winter, spring data) Panorama data.</li> <li>• Growth in student agency</li> <li>• PLC documentation that shows evidence of numeracy/literacy</li> </ul>



# Valley View Story

*Love & Lift: Boosting connections  
to propel student growth*



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Literacy

# Valley View Story

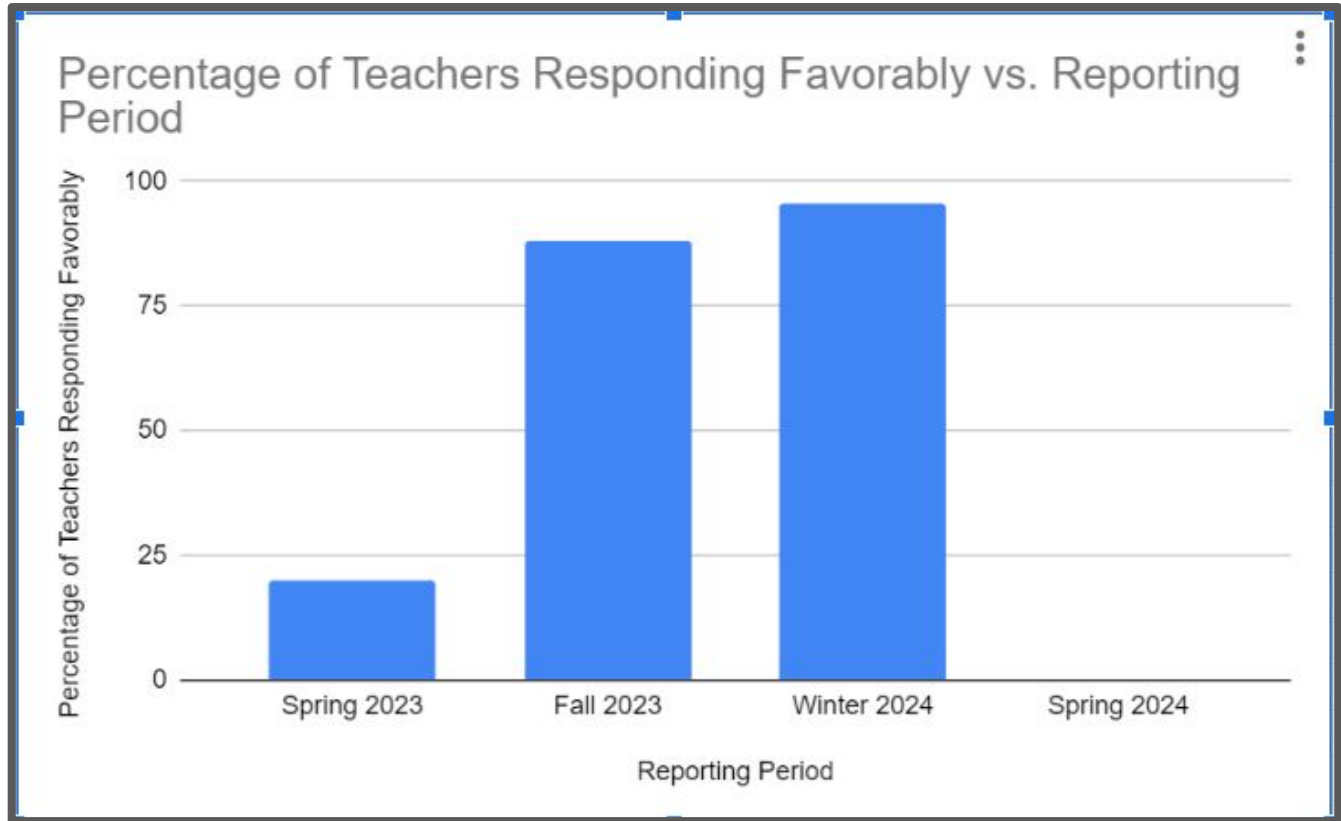
## Winter CSIP Dip

PROFICIENCY					
		Fall %	Winter %	+/-	
	I <input type="button" value="v"/>				
	6th	82%	80%	-2%	
	7th	72%	70%	-2%	
	8th	76%	70%	-6%	
GROWTH					
%Growth	Typical	Aggressive	Modest	Flat	
	6th	44%	27%	19%	10%
	7th	46%	18%	24%	12%
	8th	34%	18%	30%	18%



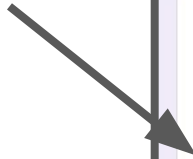
# VVMS Staff Climate Survey

Overall, how positive is the working environment at your school?



# VVMS Winter Staff Climate Survey

What our staff  
is saying in February:



Please use this space to share any other thoughts/wonderings/feedback regarding climate at VVMS. (not required)

17 responses

Climate has definitely improved year over year.

I am so appreciative of the supportive environment and culture created by the admin and the rest of the staff at VVMS. I feel very lucky to work here!

I appreciate the change in climate this year; no doubt - this is lead by our administration team; Patrick, Erik, and Chris...keep it up!

It feels so much better than last year. Our admin team's focus on climate is making a difference. And the team itself is awesome.



# Valley View Story

## *Working collectively with parents*



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# Questions



III.C. Unified Transition: Project SEARCH



**Board Meeting Date:** 2/20/24

**Title:** Unified Transition: Project SEARCH

**Type:** Discussion

**Presenter(s):** Jody Remsing, Director of Student Support Services

**Description:** This board report contains a proposal to support special education students in their final year of transition programming through a partnership with Edina Public Schools, Project SEARCH, Fairview Southdale Hospital, Minnesota Department of Education, and the Minnesota Department of Employment and Economic Development.

**Recommendation:** No recommendation is being made at this time. This item has been prepared for board discussion.

**Desired Outcome(s) from the Board:** Review the attached proposal and prepare questions for discussion.

**Attachments:**

1. [Project Search](#)

## **Background**

The Minnesota Department of Education reached out to our District based upon interest from Fairview Health Services to expand Project SEARCH to Southdale Hospital. Exploratory conversations included representatives from the Minnesota Department of Education (MDE), Project SEARCH, Edina Public Schools, Fairview Health Services, and the Minnesota Department of Employment and Economic Development (DEED). Exploratory conversations were also held with Intermediate School District 287 regarding tuition rates for transition-age (18-22) students.

Project SEARCH originated at Cincinnati Children's Hospital, where many children with disabilities receive medical care. From there, a deep commitment to employing persons with developmental disabilities has grown. In 1996, Cincinnati Children's Hospital committed to training and hiring persons with disabilities to fill positions within their organization by forging a relationship with their local school district. Together they transformed the idea of creating a few jobs into a comprehensive, internationally recognized model—Project SEARCH. Today Project SEARCH has over 700 programs across 48 states and 11 countries. Some of their business partners include Fifth Third Bank, Dow Chemical, the Smithsonian Institution, Medtronic, the National Institutes of Health, and the Mayo Clinic.

Project SEARCH's primary objective is to secure competitive, integrated employment for persons with disabilities. To achieve their objective, Project SEARCH is a nine-month internship program for persons with developmental cognitive disabilities who desire competitive employment. The program takes place in a healthcare, government, or business setting where interns experience total immersion in their workplace where they are taught and learn processes as well as the acquisition of employment and marketable job skills. Interns participate in three internships to explore a variety of career paths. The interns work with a team that includes their family, an instructor, and local and state agencies to create an employment goal.

Project SEARCH outcome data indicates that about 70% of interns are employed following their internship, the average hourly pay is \$13.23, are working about 25 hours a week, and 41% of interns are hired by the host business following their internship. Part of the reason why interns have such outcomes is because the Project SEARCH interns learn skills that are reflected in five of the ten most in-demand career fields.

### **Benefits to Students:**

- Participate in a variety of internships within the host hospital/ business.
- Acquire competitive, transferable, and marketable job skills.
- Gain increased independence, confidence, and self-esteem.
- Obtain work-based individual coaching, instruction, and feedback.
- Develop linkages to Vocational Rehabilitation and other adult service agencies.

### **Benefits to the Business:**

- Access to a new, diverse, talent stream with skills that match labor needs.

- Interns and employees with disabilities who serve as role models for customers.
- Access to a demographic of the economy with intense buying power: people with disabilities represent one of the fastest-growing market segments in the United States.
- Increased regional and national recognition through marketing of this unique program.
- Increased performance and retention in high-turnover, entry-level positions.

The Strategic Plan for Edina Public Schools aligns with the purpose of Project SEARCH, to prepare young people with significant disabilities for success in competitive integrated employment. Three of our district's priority strategies align with Project SEARCH programming.

1. **Strategy A (3): Provide expanded, timely and effective interventions for students based upon data and individual needs, through all school phases, Pre-K-12 and throughout the school year.** Project SEARCH allows for the District to include in-house programming for students in the next phase of their education as they transition to adulthood.
2. **Strategy C (5): Create environments that are conducive to learning and facilitate constructive student interaction.** By providing an internship at Southdale Hospital, the District can create a high-quality, inclusive learning environment. Community-based employment opportunities expand the possibilities of Unified programming for students aged 18-22.
3. **Strategy E (4): Leverage partnerships with community groups, businesses, local and state agencies, and individuals to strengthen and foster relationships with Edina Public Schools.** A partnership with Project SEARCH leverages partnerships with a business (Fairview Southdale Hospital) and two state agencies (MDE and DEED).

Edina Public Schools, special education students, and parents have long desired transition programming within Edina Public Schools so that students can continue to live, learn, and work within their community. A partnership with Project SEARCH will provide the opportunity for the District and its students to take steps toward the creation of our own transition program by partnering with an established program that provides a gold-standard employment experience for students aged 18-22.

### **Proposal for Project SEARCH at Fairview Southdale Hospital, Fall 2024**

Fairview Hospital is operating Project SEARCH at Lakes Medical Center where they partner with the Forest Lake School District and at Fairview Ridges Hospital where they partner with Burnsville Public Schools. Fairview Hospital would like to expand Project SEARCH to Southdale Hospital and partner with Edina Public Schools for the 2024-2025 school year.

Students interested in becoming Project SEARCH interns participate in a skills assessment and interview with a Project SEARCH team that includes county providers, vocational rehabilitation service providers, and hospital staff.

During the nine-month internship experience, students will build a variety of transferable skills, including communication, teamwork, and problem-solving. Interns typically train from 9-2 each school day. Most of the student day will be real-life work where students will complete three 10-week rotations in various departments and report to the hospital on school days. Interns also have one hour of classroom time each day where they learn about topics that will support their transition to adulthood such as team building, workplace safety, technology, self-advocacy, maintaining employment, financial literacy, health and wellness, and preparing for employment.

Examples of Internship opportunities at Fairview sites include:

- Millcarts: The intern works with the Medical, Surgical, and Intensive Care Unit to restock medical supplies onto patient carts.
- Facilities Assistant: This intern is in charge of delivering oxygen and carbon dioxide tanks to eight different locations daily to replace empty tanks. They work with the facilities department to help fix hospital equipment, perform indoor and outdoor maintenance, organize, and provide side-by-side assistance.
- Store Keeper/ Supply Chain: The intern restocks medical supplies for up to four departments and checks expiration dates monthly.
- Nutrition Services: Interns learn how to run the dishwasher, put dishes away, assemble breakfast trays, make sandwiches, assist the baker and the cook, stock cafeteria supplies, run the pizza oven, and stock the salad bar.
- Environmental Services: This internship starts with cleaning and disinfecting before moving into independent work that includes partnering to clean patient rooms.
- Security: Interns create employee badges, walk the parking lot with the patrol contractor, access lost and found recovery, make hourly rounds, and answer security office phones. Interns also learn how to determine the urgency for calling supervisors and develop problem-solving skills.
- Clerical: Interns sort and deliver mail and packages to most of the clinics. Interns will also perform light cleaning, schedule conference rooms, deliver paper to departments, and restock patient rooms.

Students who are eligible to apply for an internship must be a special education student aged 18-22 in their last year of programming. They also must have workplace communication skills appropriate for a business environment, the ability to take directions and change behaviors, and apply to be eligible for Vocational Rehabilitation Services and County Developmental Disabilities Services.

## Resource Commitments

Edina Public Schools' commitment would include providing students for internships, staff to support the students, and student transportation if needed. The district would use funds that have previously been used to pay tuition at Intermediate School District 287 (\$42,000 to \$45,000 per student) to offset the cost of additional staffing, which is predicted to be one full-time teacher and paraprofessional (\$147,000). Project SEARCH would be cost-neutral to the District with the enrollment of four interns. Our goal would be to serve six interns on an annual basis. Additional implementation expenses are approximately \$6,000 for district attendance at the National Project SEARCH conference in July, and \$9,000 for 15 days during the summer for advanced teacher preparation.

Fairview Southdale will provide classroom and office space to Project SEARCH interns and our staff working on-site.

The Minnesota Department of Education will provide a grant to pay the initial licensing fee of \$18,000. The licensing fee includes all start-up training and technical assistance for the first year of planning and implementation. The annual renewal fee is \$350, which covers the cost of upkeep and maintenance of materials in the member portal.

School districts also provide ancillary support such as printer paper, binders, and office supplies needed for instruction. Districts have the option to provide students with technology for learning, such as laptops, and work uniforms if required as an intern.

After a district and local business have committed to Project SEARCH, a team member from Cincinnati will provide initial onsite technical assistance from a Project SEARCH Program Specialist.

<b>Revenue</b>	<b>Amount</b>
4 students at \$45,000	\$180,000
MDE Grant	\$18,000
Total Revenue	\$198,000
<b>Expenses</b>	<b>Amount</b>
1.0 FTE Teacher	\$118,000
6.5 Hour Paraprofessional	\$40,000
Renewal Fee	\$350
Project SEARCH National Conference	\$6,000
15 days of Summer Work	\$9,000
Total Expenses	\$173,350

**References:**

Project SEARCH. Available online at: <https://projectsearch.us/>

Project SEARCH Minnesota. Available online at: <https://mn.gov/projsrch/>

M Health Fairview, *Project SEARCH Makes Professional Training and Employment Accessible to All*. Available online at:

<https://www.mhealthfairview.org/blog/project-search-helps-young-people-with-disabilities-start-a-career-in-healthcare>

SUN This Week, Hospital Will be Training Ground for Students in Transition. Available online at: [https://www.hometownsource.com/sun\\_thisweek/community/burnsville/hospital-will-be-training-ground-for-students-in-transition/article\\_98ee5cb2-5989-11ee-9065-8745d907985f.html](https://www.hometownsource.com/sun_thisweek/community/burnsville/hospital-will-be-training-ground-for-students-in-transition/article_98ee5cb2-5989-11ee-9065-8745d907985f.html)

# Unified Transition: Project SEARCH

*Student Support Services*





 FAIRVIEW  
SOUTHDALE HOSPITAL



Project | SEARCH®



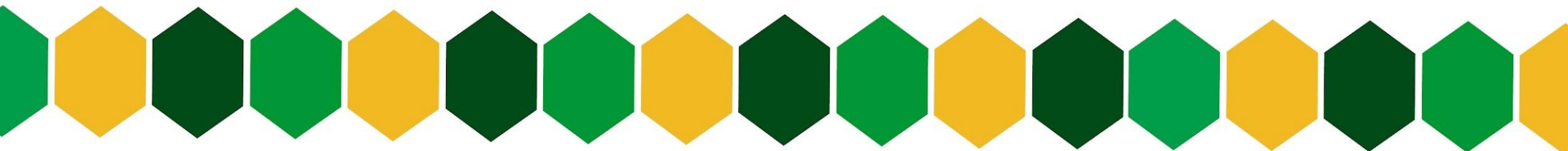
**Project SEARCH** provides employability skills training and workplace internships for individuals with significant disabilities, particularly youth transitioning from high school to adult life.



*“Healthcare executives must take the lead in their organizations to increase employment opportunities for qualified persons with disabilities and to advocate on behalf of their employment to other organizations in their community.” - American College of Healthcare Executives Policy Statement*

# Project SEARCH

- **Primary Objective:** Secure competitive, integrated employment for persons with disabilities.
- **Nine Month Internship:** Takes place in a healthcare, government, or business setting where interns experience total immersion in their workplace where they are taught and learn processes as well as the acquisition of employment and marketable job skills.
- **Career Goal and Pathway:** Interns have a career goal and participate in three internships to explore a variety of career paths.
- **Curriculum:** Students receive instruction to help them transition to adulthood. Curriculum focus is on team building, workplace safety, technology, self-advocacy, maintaining employment, financial literacy, health and wellness, and preparing for employment.



# Project SEARCH: Marketable and Transferable Skills

1. **Environmental/ Housekeeping/ Custodial**
2. **Food Preparation**
3. **Stocking/ Materials Management**
4. **Cashier/ Retail Clerk**
5. **Food Service (server, host)**
6. Dining Room Attendant/ Busser
7. Courtesy Clerk (bagger/ carts/ greeter)
8. Dishwasher
9. Distribution Center Operative
10. Manufacturing/ Production Assembly

## Top 10 Project SEARCH Jobs

1. **Cashier**
2. **Food Preparation**
3. **Stocking Associate**
4. Laborer
5. **Custodian**
6. Construction Worker
7. Bookkeeper
8. **Food Service**
9. Medical Assistant
10. Bartender

## Top 10 US Jobs



# Edina Public Schools Strategic Plan Alignment

## EPS Priority Strategy A (3):

Provide expanded, timely and effective interventions for students based upon data an individual needs, through all school phases, Pre - K through 12 and throughout the school year.



Project SEARCH allows for the District to include in-house programming for students in the next phase of their education as they transition to adulthood.

## EPS Priority Strategy C (5):

Create environments that are conducive to learning and facilitate constructive student interaction.



By providing an internship at Southdale Hospital the District can create a high-quality, inclusive learning environment. Community-based employment opportunities expand Unified programming for students age 18-22.

## EPS Priority Strategy E (4):

Leverage partnerships with community groups, businesses, local and state agencies, and individuals to strengthen and foster relationships with EPS.



A partnership with Project SEARCH leverages partnerships with a business (Fairview Hospital) and state agencies (MDE and DEED).

# Resource Commitment

Revenue	Amount
4 students at \$45,000	\$180,000
MDE Grant	\$18,000
Total Revenue	\$198,000
Expenses	Amount
1.0 FTE Teacher	\$118,000
6.5 Hour Paraprofessional	\$40,000
Renewal Fee	\$350
Project Search National Conference	\$6,000
15 days of Summer Work	\$9,000
Total Expenses	\$173,350

# Project SEARCH Timeline

November

January/  
February

March

April

## Conversations with:

- Minnesota Department of Education (MDE),
- Minnesota Department of Employment and Economic Development (DEED),
- Fairview Hospital, and
- Project SEARCH

- Attended Project SEARCH seminar
- Timeline for implementation
- T & L Board Committee
- SEAC Input
- Board Work Session

- Board Discussion

- Board Action



III.D. Diversity Equity Inclusion (DEI) Update



**Board Meeting Date:** February 20, 2024

**Title:** Diversity Equity Inclusion (DEI) Update

**Type:** Discussion

**Presenter(s):** Frannie Becquer, Director of Achievement Equity and Multilingual Learner Programming

**Description:** In alignment with priority strategy B: Ensure an equitable and Inclusive culture this is an update on the 23-34 DEI initiatives focusing on three critical areas: families, staff development and supporting the culture of the district.

**Recommendation:** No recommendation is being made at this time. This presentation is an informational update for the board.

**Desired Outcome(s) from the Board:** Provide strategic feedback and governance

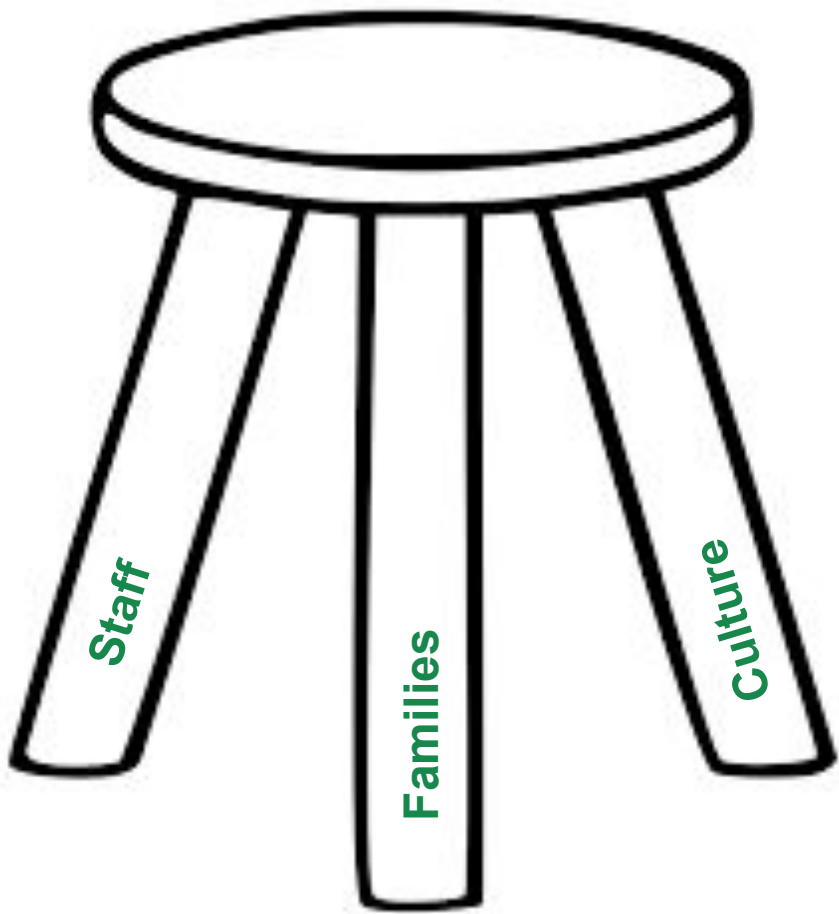
**Attachments:**

 **2.12 DEI update**



DEI

Diversity, Equity and Inclusion



**EE**

# Families

## Parent Meetings

- Somali - Monthly
- Spanish - Quarterly
- Edina Asian American Alliance - Quarterly
- American Indian - Monthly
- Currently assessing the needs of Ukrainian/Russian families

## Interpretation

- Simultaneous interpretation
  - Spanish & Somali

## Translation

- Key district messages in partnership with

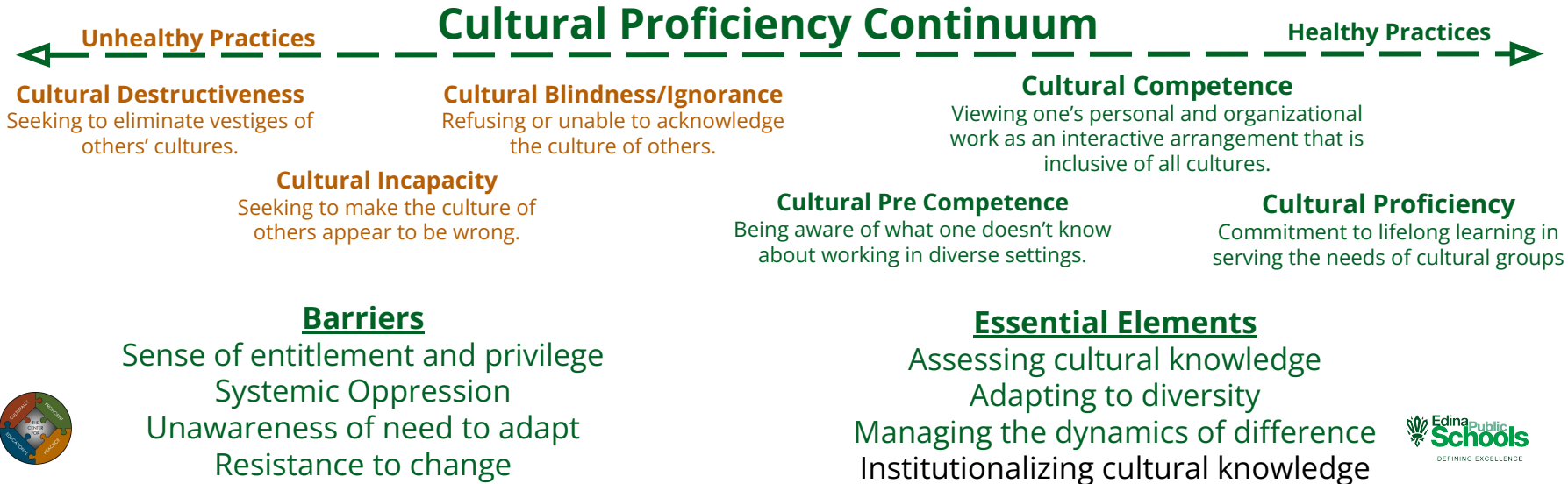


## Tools:

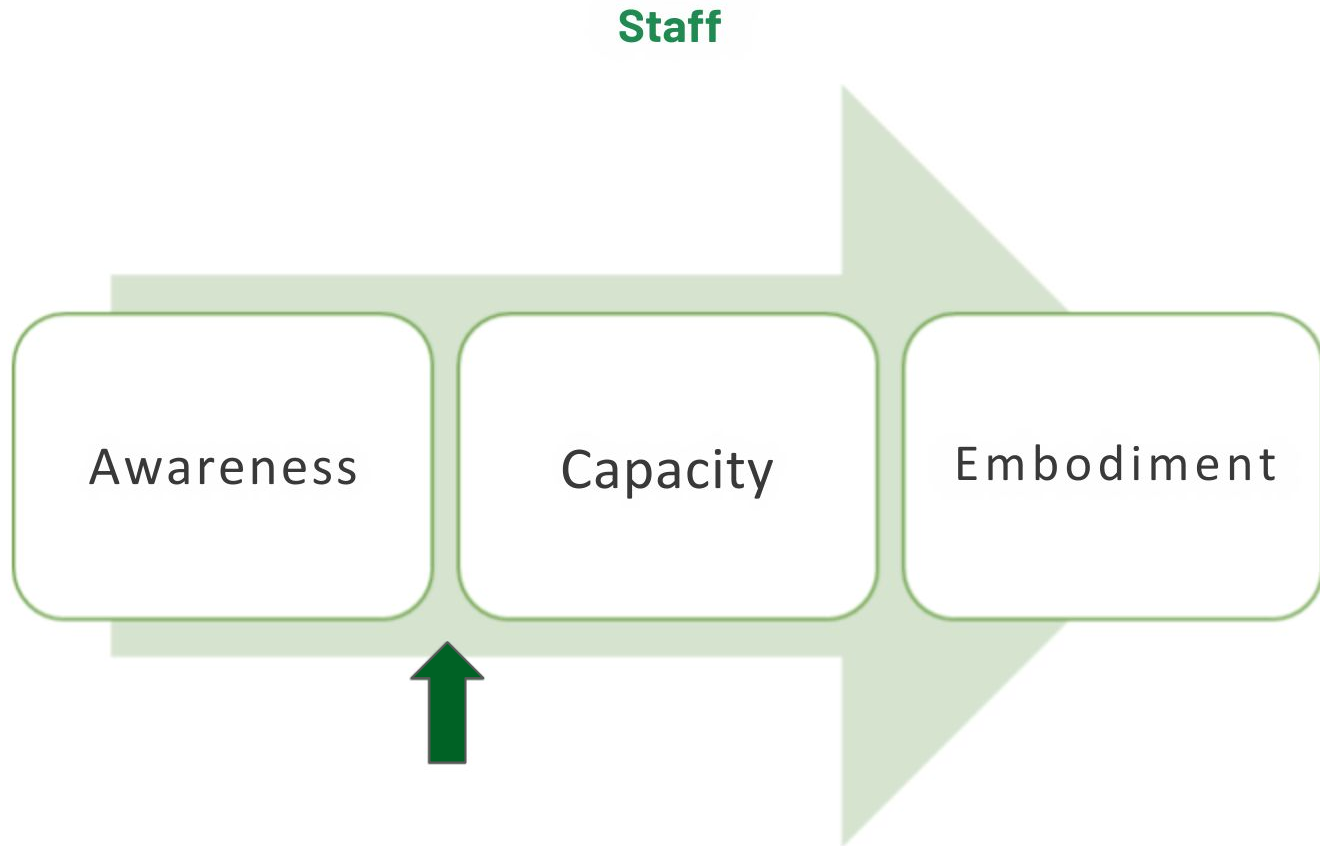
- Guiding Principles
- Overcoming the Barriers
  - Continuum
  - Essential Elements

## Guiding Principles

- Culture is a predominant force in people’s and schools’ lives.
- People are served in varying degrees by the dominant culture.
- People have personal identities and group identities.
- Diversity within cultures is vast and significant
- Each culture group has unique cultural needs.
- The best of both worlds enhances the capacity of all.
- The family, as defined by culture, is the primary systems of support in the education of children.
- School systems must recognize that marginalized populations have to be at least bicultural and that this status creates a unique set of issues to which the system must be equipped to respond.
- Inherent in cross-cultural interactions are dynamics that must be acknowledged, adjusted to, and accepted.

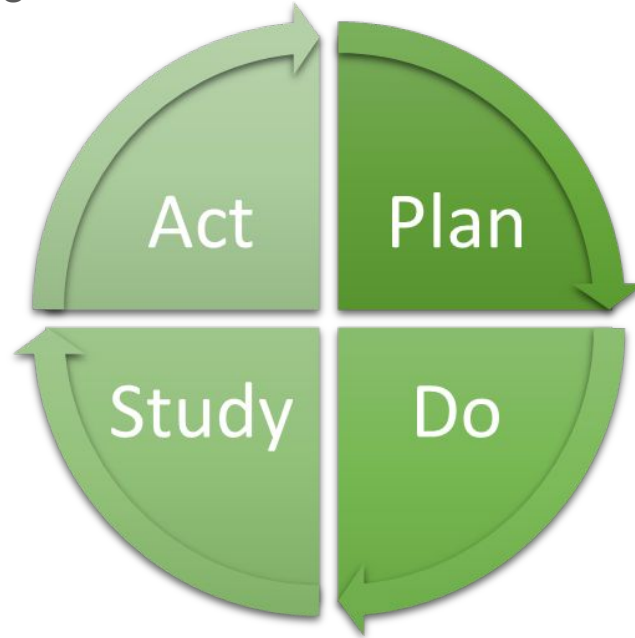


**E**



# Awareness

Adjustments to building initial staff awareness was needed in the 23-24 SY



# Shifting How Awareness is Developed

Four day introductory seminar to the four components of cultural proficient shifted to a one day seminar

10% of staff have gone through the 4 day seminar

## In the 24-25 SY

- 1 day seminar for all teaching staff
- Work with department leads to develop training specific to each department
- Elements of CPSS embedded in all district facilitated training
- Principal Coaching on CPSS specific to building



# Culture

Culture is the values, beliefs, behaviors and material objects that together form a people's way of life.

Some of the ways we are forming the Edina way of being

**School Board:** How the board reviews policies and asks questions grounded in the tools of CPSS.

**Curriculum Review:** Teams using the tools to review resources and choose new resources.

**CPSS Teacher Toolkit:** Coming for the 24:25 SY.



# E

III.E. School Board Election Processes and  
Considerations



**Meeting Date:** 2/20/2024

**Title:** School Board Election Processes and Considerations

**Type:** Discussion

**Presenter(s):** City-School District Liaisons, Erica Allenburg and Michael Birdman

**Description:** In April 2022, the City of Edina expressed a desire to discontinue managing school board elections due to the complexity, time and resources election management is causing the city. Since then, Edina School District has been analyzing current school board election processes, options and the impacts of varying process changes.

At the board's 1/23 and 1/24 board retreat, the Edina School Board had a general overview of the impact of the school board election and moving elections from odd to even years. At this retreat it was explained that the board, with input and updates from the city, needed to make a decision regarding its election processes this spring due to certain legal, date-dependent requirements the state has when announcing board elections.

**Recommendation:** Discuss and bring questions regarding proposed process and timing.

**Attachment(s):** Edina School District Election Proposed Process and Consideration Document

## Edina School District Election

### Background Information

In an effort to avoid any alignment with partisan politics, Minnesota historically held school board elections in the Springtime. In the 1980's the Minnesota legislature required that school board elections be held on election day in November, but allowed districts to hold board elections on off-years over the continued concerns of having partisan influences in school board races.

Since the 1980's, the City of Edina and Edina School District have had a division of labor resolution where the City of Edina will perform the election duties for the Edina School District so they may hold their elections on off-cycle election years. This system was developed in an effort to avoid partisanship in school board elections, capitalize upon the integrity of elections conducted by the city and to utilize the city's superior elections systems.

Below are some examples of these: security of students and staff in school buildings, election integrity, workload distribution, cost and a continued effort to respect the non-partisan nature of school board races and safety.

In April 2022, the City of Edina expressed a desire to discontinue managing school board elections due to the complexity, time and resources election management is causing the city. Since then, Edina School District has been analyzing current school board election processes, options and the impacts of varying process changes.

After consulting with the Minnesota School Board Association and district legal counsel, the board has three options:

1. Continue to hold board elections on odd years and transition board elections to be in the control of the school district.
2. Transition the board to even years by extending the terms of current board members by one year in order to get the board on an even election cycle. State law does not allow board members to vote to limit/shorten terms; boards can only vote to extend terms.
3. Transition the board to even years by electing holding two consecutive three-year term elections for a cycle of eight years in order to get the entire board on an even year cycle.

	<b>Option 1:</b> Continue to hold board elections on odd years and transition board elections to be in the control of the school district.	<b>Option 2:</b> Transition the board to even years by extending the terms of current board members by one year in order to get the board on an even election cycle.	<b>Option 3:</b> Transition the board to even years by electing holding two consecutive three-year term elections for a cycle of eight years in order to get the entire board on an even
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			year cycle.
<b>Election Cycle Timing and Board Member Term</b>	<b>2025:</b> 4 year term (4 members elected)	<b>2025:</b> <u>NO ELECTION</u> after term extension for existing board members	<b>2025:</b> <u>3 YEAR TERM</u> (4 members elected)
	<b>2027:</b> 4 year term (3 members elected)	<b>2026:</b> 4 year term (4 members elected)	<b>2027:</b> <u>3 YEAR TERM</u> (3 members elected)
	<b>2029:</b> 4 year term (4 members elected)	<b>2027:</b> <u>NO ELECTION</u> after term extension for existing board members	<b>2028:</b> 4 year term (4 members elected)
	<b>2031:</b> 4 year term (4 members elected)	<b>2028:</b> 4 year term (3 members elected)	<b>2030:</b> 4 year term (3 members elected)
	<b>2033:</b> 4 year term (3 members elected)	<b>2030:</b> 4 year term (4 members elected)	
		<b>2032:</b> 4 year term (3 members elected)	
<b>Summary of Process Changes</b>	Result is no change to the election cycle.  Control is exchanged from the city clerk to district business operations.	Election cycle will change to even years starting in the 2026 general election.  Control of the board election will stay with the city clerk.	Elections will continue to be on odd years for two more board elections in order to transition the entire board to even years.  Will return to a normal 4 year cycle but change to even years starting in the 2028 general election.  District business operations will have to run the 2027 election.  Control of the even year elections will stay with the city clerk.
<b>Financial Impact</b>	Cost to the district of approximately \$90,000 per election cycle. Transition from city to	Would result in minimal on-going costs to the district.	Would result in approximately \$90,000 for each of the 2025 and 2027 elections. Minimal

	district provides cost savings, but does not account for utilization of district human resources.		cost thereafter.
<b>Legal Obligations</b>	Nothing required.	The board will have to pass a resolution by July 1, 2024 to extend the terms of sitting board members.	The board will have to pass a resolution by July 1, 2025 to amend the terms (shorten) for the 2025 board election.

III.F. Preliminary Cost Containment  
Recommendations - Fiscal Year 2025



**Board Meeting Date:** 2/20/2024

**Title:** Preliminary Cost Containment Recommendations – Fiscal Year 2025

**Type:** Discussion

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

**Description:** The District administration's revenue and expenditure assumptions for the 2024-2025 school year are estimated to result in the District's unassigned fund balance being below the minimum level required by Board policy. In order to adhere to policy and maintain the District's long-term financial stability, the District administration recommends containing costs in the amount of \$3,620,000.

The District has engaged in the Budget Reduction, Reallocation, and Revenue Generation process (BRRRG) and has sought feedback from stakeholders through a variety of platforms, including, but not limited to: Finance & Facilities Committee meetings, "town hall" meetings at school sites, a live-streamed virtual town hall meeting, district-wide leadership meetings, cabinet level meetings, and community surveys.

The District's recommended cost containment measures are enclosed for the Board's consideration. The administration is confident that the recommendations will allow the District to maintain its tradition of excellence while also ensuring long-term financial sustainability.

**Recommendation:** There is no recommended action. The administration will formally seek action and approval of its recommendations at the March 4, 2024 Regular Meeting.

**Desired Outcomes from the Board:** Review the administration's preliminary cost containment recommendations and provide feedback and guidance.

**Attachments:**

1. Cost Containment – 2024-25 School Year

# Cost Containment

## PRELIMINARY RECOMMENDATIONS

### General Fund Financial Forecast

At the December 22, 2023 special meeting of the school board, the District administration presented its updated five-year forecast of general fund revenues, expenditures, and changes in fund balances for fiscal years 2025 through 2029. The forecast also restated the base year of the forecast, fiscal year 2024, due to a significant variance to salaries and benefits from the original budget approved by the school board in June of 2023.

The administration utilized the combination of level-services and revenue-based budgeting methodologies to refresh its forecast, meaning that the District assumes it will offer the same educational programming, support services, and administrative services that it currently offers in future years, adjusted for changes in enrollment and revenues generated locally and from state and federal agencies. The District administration applies a certain level of conservatism to all of its assumptions and projections, particularly in the areas of enrollment, additional revenue appropriations from the state, and staff compensation.

The detailed memorandum presented to the school board and public can be found on the District's [fiscal year 2025 budget planning website](#). The summary and findings of the forecast are that if the District continues to operate in fiscal year 2025 the same way that it is in the current fiscal year, the unassigned fund balance of the District is anticipated to be 3.92 percent, well short of the 6.00 percent required by school board [policy 702](#).

The District's fund balance policy states that if at any time the administration believes that the general fund unassigned fund balance will fall below the minimum of 6.00 percent, the administration must present a plan to the school board to reestablish the fund balance to an acceptable level. At the January 8, 2024 regular meeting of the school board the District administration presented three different cost containment options that would satisfy the board's unassigned fund balance policy. To achieve a 6.00 percent unassigned fund balance at the end of fiscal year 2025 the District would need to adjust its operations in the amount of approximately \$2,560,000. To achieve a 6.90 percent unassigned fund balance, the same percentage as the end of fiscal year 2023, the adjustment would need to be approximately \$3,620,000. The District ended the 2022 fiscal year with an unassigned fund balance of 7.45 percent. To get back to that level of unassigned fund balance at the end of fiscal year 2025, the District would need to adjust its operations to the tune of \$4,270,000.

After a review and discussion of these various options by senior administrators as well as the Finance Committee of the Board, the District administration recommended that the school board approve an overall cost containment for fiscal year 2024 of \$3,620,000, or an estimated fund balance of 6.90 percent. This will achieve a comfortable level of unassigned fund balance at the end of fiscal year 2025 and would result, *conservatively*, with two full fiscal years of financial stability and minimal additional cost containments.

## Budget Reduction, Reallocation, and Revenue Generation

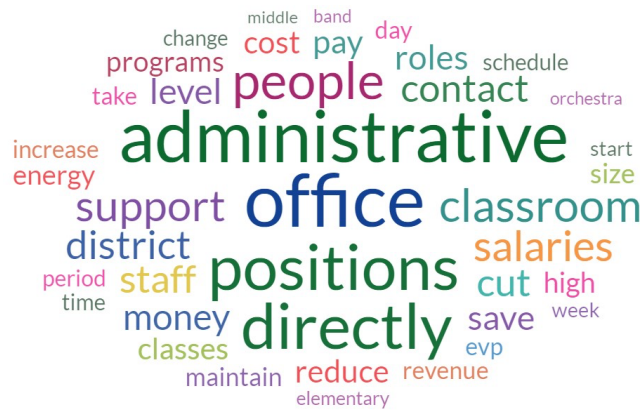
After notifying the school board of the budget shortfall and resulting impact on the fund balance, the District administration immediately began its cost containment process for fiscal year 2025, formally known as *Budget Reduction, Reallocation, and Revenue Generation* (BRRRG). The BRRRG is an intensive process that involves engaging with stakeholders throughout our District's large, vibrant community.

The process included meetings among senior-leadership, school principals, in-person information and feedback sessions specific to each of the District's school communities, video recordings, live virtual feedback sessions, meetings with staff, surveys and engagement with the District's Finance and Facilities Committee. The goals of the various sessions were to educate stakeholders as to why the District is faced with cost containment, to understand what priorities stakeholders have or areas of the District's budget they do not wish to see reduced or eliminated, and to generate ideas that would address the \$3,620,000 cost containment target. The community engagement schedule is outlined below:

- Highlands and Countryside communities - Thursday, January 25, 2024 from 6:00-7:00 pm at Countryside Elementary
- Concord, Early Learning Center, Normandale, and South View communities - Monday, January 29, 2024, 6:00-7:00 pm at South View Middle Schools
- Transportation staff - Tuesday, January 30, 2024 from 9:45-10:45 am at the Transportation Center
- Edina High School and Valley View communities - Wednesday, January 31, 2024 from 6:00-7:00 pm at the Edina Performing Arts Center
- Cornelia and Creek Valley communities - Thursday, February 1, 2024 from 6:00-7:00 pm at Cornelia Elementary
- District administrative staff - Thursday, February 1, 2024 from 8:30-9:30 am at the District Offices
- Virtual session - Tuesday, February 6, 2024 from 6:30-7:30 pm

As previously mentioned, the District used surveys as a tool to reach stakeholders and gather feedback, understand priorities, and generate cost containment ideas. Similar to last year's BRRRG, the *ThoughtExchange* platform was used to engage staff throughout the district. Staff input ideas (thoughts), which are rated by ThoughtExchange participants on a scale of 1 to 5 (with 5 being the highest rating) based on how much they like or agree with an idea or how important they think it is for the administration to consider. In total **302** individuals participated in the ThoughtExchange, generating **192** unique thoughts and **9,767** ratings. The resulting "ratings ratio" of **51** is a great indicator of the reliability of the survey, as ThoughtExchange consultants advise that a "reliable and robust" dataset is established when participants rate at least 30 thoughts each. After the ThoughtExchange survey was concluded, district administration reviewed and categorized responses. Certain themes quickly became apparent and have been organized in a broad format, so that related items are classified together and noted for frequency. The following are ThoughtExchange developed summaries and visuals of data:

The responses suggest a variety of strategies for reducing district spending and increasing revenues. These include eliminating certain programs and positions, such as the student prep option at the high school, historically low enrollment courses, and certain board/director level positions. Some respondents suggested increasing revenue through third-party reimbursement and offering more community education classes. There were also suggestions to reduce funding for extracurriculars and lower the retirement age. However, many respondents emphasized the importance of preserving teacher salaries and not increasing class sizes beyond the School Board's guidelines. Other ideas included adopting solar power, allowing students to bring their own devices to reduce maintenance costs, and seeking corporate sponsorships.



### Top 10 common responses from those who have a strong understanding of school finance.

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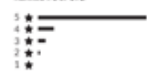
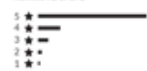
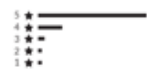
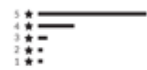
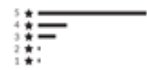
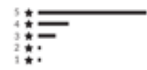

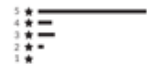

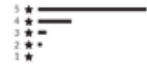
1. "Increase revenue through third party reimbursement. This brings in additional funding to help support staffing."
2. "We should lean into funding from community partners, knowing we may need to get creative and ensure long term stability revenue generating."
3. "Preserve teacher salaries. The gap between funding and inflation has greatly impacted teacher salaries over my career."
4. "Reduce funding for extracurriculars for new equipment, jerseys, etc. This is a change that doesn't impact performance/success."
5. "Cut historically low enrollment courses. It's great we have a wide array of options for students but at what expense?"
6. "Re-examine necessity of board/director level positions cost."
7. "Offer more community ed adult classes and kid classes too increase funds."
8. "Prioritize a significant up-front investment in READ Act approved, SoR aligned reading curriculum. Supporting students and maintaining our competitiveness will pay off in the long run."
9. "Create efficiencies in the delivery of services can save money and create a cleaner schedule, e.g., common prep time for teams."
10. "Decrease administrative positions who are furthest from direct student impact. Many roles in the DO do not seem to directly impact teachers' or students' day to day experience, and that daily student experience matters most."

### Top 10 common responses from participants

Feb 10, 2024 3:08 PM

1. "Get rid of student prep option at the high school, this is the biggest waste of both money and time spent learning."
2. "Increase revenue through third party reimbursement. Brings in additional funding to help support staffing."
3. "What depth of funding can we lean into from community partners knowing we may need to get creative and ensure long term stability revenue generating."
4. "Will teacher raises be to blame for making budget cuts now? Teachers are finally on a competitive salary schedule with surrounding districts, hopefully we will stop losing great teachers to higher paying district."
5. "Lower retirement age - go back to 62. Nobody over 62 should be teaching in the classroom. I am 53 and exhausted - every. single. night. I work 10 - 11 hour days as a rule, and am so tired."
6. "Reduce funding for extracurriculars for new equipment, jerseys, etc This is a change that doesn't impact performance/success."
7. "Preserve teacher salaries. The gap between funding and inflation has greatly impacted teacher salaries over my career."
8. "Cut historically low enrollment courses (ie Chinese, other electives). it's great we have a wide array of options for students but at what expense?"
9. "Re-examine necessity of board/director level positions cost."
10. "Offer more community ed adult classes and kid classes too increase funds."

## Top 10 Rated ThoughtExchange Thoughts – Highest to Lowest

<p><b>Teachers and support staff are crucial to directly impacting students and their growth. Cuts should not impact these positions.</b></p> <p>It is already difficult enough with the number of teachers and staff currently, Making the number smaller does not help our students.</p>	<p>Negative 69</p>	<p>★★★★☆ 4.6 Ranked #1 of 192</p> 
<p><b>Do we need all of the new cabinet positions that have been created in the last few years? How expensive is that?</b></p> <p>If staffing is such a large part of our budget, where can we trim? We can't trim staff that are directly working with students - we are drowning.</p>	<p>Neutral 72</p>	<p>★★★★☆ 4.5 Ranked #2 of 192</p> 
<p><b>Look at DO positions to see which ones are necessary and which could be cut.</b></p> <p>Kids must be thought of first. Teachers need as much support IN CLASSROOM as possible- we can't afford to cut teaching positions.</p>	<p>Neutral 72</p>	<p>★★★★☆ 4.5 Ranked #3 of 192</p> 
<p><b>Decrease administrative positions who are furthest from direct student impact</b></p> <p>Many roles in the DO do not seem to directly impact teachers' or students' day to day experience, and that daily student experience matters most</p>	<p>Neutral 72</p>	<p>★★★★☆ 4.4 Ranked #4 of 192</p> 
<p><b>Trim fat at the DO. We're paying TWO HS principals. We've added many admins with vague titles &amp; duties, and no connection to kids &amp; classrooms.</b></p> <p>These expenditures are having zero positive impacts on students. In addition, they contribute little to teachers, other than additional workload.</p>	<p>Negative 72</p>	<p>★★★★☆ 4.4 Ranked #5 of 192</p> 
<p><b>Start from the top. Large cabinet group</b></p> <p>More people at the DO equals less people in front of kids.</p>	<p>Neutral 63</p>	<p>★★★★☆ 4.4 Ranked #6 of 192</p> 
<p><b>Do we need assistant directors in the District Office for every member of the cabinet?</b></p> <p>Why are they not on the same salary scale as teachers?</p>	<p>Neutral 57</p>	<p>★★★★☆ 4.4 Ranked #7 of 192</p> 
<p><b>Too many positions at the DO - can we combine roles/ duties? Stop creating non-student contact positions</b></p>	<p>Neutral 51</p>	<p>★★★★☆ 4.4 Ranked #8 of 192</p> 
<p><b>We have too many high-dollar staff at the district leadership level. I am confused why more positions were created this year.</b></p> <p>District leadership has a critical role, but bloat at this level is a poor use of resources and breeds resentment at the building level.</p>	<p>Neutral 51</p>	<p>★★★★☆ 4.4 Ranked #9 of 192</p> 
<p><b>What district office and administrative positions can be consolidated? What is our director of strategic operations doing now that SDL is at CS?</b></p> <p>We continue to cut from student-impacting positions! We can't continue to increase class sizes and lower para hours and consider ourselves "excellent"</p>	<p>Neutral 37</p>	<p>★★★★☆ 4.4 Ranked #10 of 192</p> 

## Administrative Recommendation

More than 80% of the District's total operating expenditures are spent in the classroom or in services that directly support learning. That means the District is doing an extremely efficient job minimizing its administrative expenses, which are among the leanest in the metro area at 3.9 percent. As the District becomes more efficient and leaner, it becomes more and more difficult to contain costs in non-instructional areas. Approximately 80% of the District's \$4,000,000 cost containment for fiscal year 2024 was focused outside of the classroom and away from services that directly impact students. While the administration's recommendations do include district level cost containments for fiscal year 2025, several recommendations reflect closer proximity to student learning. District administration worked to honor the requests to maintain paraprofessionals and preserve teacher salaries.

Although there will be a greater impact on schools for fiscal year 2025, the District will continue to provide the services and programs that make Edina Public Schools an exemplar in Minnesota and across the country. The District administration submits a primary (A) and secondary (B) set of BRRRG recommendations for school board consideration:

Option	Category	Amount	
		A	B
Administrative Staff Adjustment	Budget Reducton	\$ 243,450	\$ 243,450
Business Servies Staff Adjustment	Budget Reducton	90,600	90,600
Multilingual and Achievement & Integration Reorganization	Reallocation	7,300	7,300
School Board & Superintendent Office Non-Salary Pause	Budget Reducton	150,000	150,000
Curriculum Capital Deferral	Budget Reducton	100,000	100,000
Buildings & Grounds, Transportation Capital Deferral	Budget Reducton	275,000	245,000
School Site Capital Deferral	Budget Reducton	260,000	260,000
Professional Development Adjustment	Budget Reducton	50,000	50,000
Medical Bill Reconciliation	Revenue Generation	48,615	48,615
Student Support Personnel Aid	Revenue Generation	161,019	161,019
Athletic Event Ticket Fee Adjustment	Revenue Generation	23,000	23,000
Athletics and Activities Participation Fee Adjustment	Revenue Generation	27,000	27,000
High School Parking Fees (+\$150)	Revenue Generation	49,500	49,500
Elementary Specialist Rotation Adjustment	Budget Reducton	-	483,800
Licensed Media Specialists	Budget Reducton	532,637	-
Licensed School Nurse Adjustment	Budget Reducton	451,200	532,637
Counseling Extra Duty Day Adjustment	Budget Reducton	73,975	73,975
Transportation Staff Adjustment	Budget Reducton	77,750	77,750
Student Support and Related Service Adjustment	Budget Reducton	300,000	300,000
Class-Size Midpoint Open Enrollment	Revenue Generation	215,000	215,000
Talent Development Licensed Staff Adjustment	Budget Reducton	177,546	177,546
Elementary School Licensed FTE Efficiency	Budget Reducton	118,364	118,364
Middle School Licensed FTE Efficiency	Budget Reducton	189,382	189,382
<b>Total</b>		<b>\$ 3,621,338</b>	<b>\$ 3,623,938</b>

### Preliminary Recommendations - Descriptions

- **Administrative Staff** - 1.00 FTE - \$243,450 - The District administration recommends the elimination of non-instructional administrative staff whose duties can be absorbed by the remaining administrative staff.
- **Business Services Staff** – 1.00 FTE - \$90,600 – The Business Services staff was allocated 8.00 FTE of staff for fiscal year 2023. During the BRRRG process for fiscal year 2024, the Business Services department eliminated 1.00 FTE with the intention of restaffing in fiscal year 2025. The administration recommends continuing to staff the Business Services department less than 1.00 FTE for a total staffing of 8.00 FTE.
- **Multilingual Learner and Achievement & Integration Department Reorganization** \$7,300 - For the current school year the District administration reorganized multilingual learner program administration and achievement & integration program administration resulting in the creation of a 1.00 FTE position and the elimination of 2.00 FTE. Continuing this reorganization into the subsequent fiscal year will reduce District costs by the indicated amount.
- **School Board and Office of the Superintendent Discretionary Budget Reduction** \$150,000 - The School Board and Office of the Superintendent are allocated discretionary budgets that are utilized to advance the District's vision, mission, and strategic direction. The District administration believes that it can continue to make advancements while reducing the overall budget for at least one fiscal year.
- **Deferral of Capital Expenditures** - \$605,000-635,000 – The District administration believes that it can defer the purchase of certain capital items to the subsequent fiscal year. \$100,000 of curriculum purchases would be deferred from the Teaching & Learning department, \$275,000 from the Buildings & Grounds and Transportation departments, and \$260,000 from the 9 school sites. None of the affected departments will be able to defer past fiscal year 2025 and will need a return of their respective allocations in fiscal year 2026.
- **Professional Development Reduction** - \$50,000 – As the District continues to build capacity to provide direct professional development opportunities to licensed staff without incurring additional hours outside of the workday or the need to hire substitute teachers to allow staff to attend professional development, the District can continue to be more efficient with its overall professional development budget.
- **Medical Bill Reconciliation** - \$48,615 – The District currently pays a third-party to reconcile medical insurance expenditures paid for by the District for covered employees. The District now has the expertise on its staff to perform those duties in-house, eliminating the need for the third-party.
- **Student Support Personnel Aid** - \$161,019 - Education laws 2023 were updated to add a new funding source for school districts that must be used to hire additional licensed school nurses, licensed counselors, licensed social workers, or licensed school psychologists. The funding can also be used to maintain staff that would otherwise be eliminated.

- **Athletic Event Ticket Fees** - \$23,000 - The District currently charges \$5 and \$7 to students and adults respectively to attend athletic events. Based on historical ticket sale volume, the administration believes that a \$1 per ticket increase to \$6 and \$8 would increase overall revenue by the indicated amount.
- **Athletics and Activities Participation Fees** - \$27,000 - Approximately 1,835 students pay to participate in school-sponsored athletics and activities. A yearly increase of \$15 on average per student would yield an additional \$27,000 of revenues. Students in need would still have access to aid.
- **High School Parking Fees** - \$49,500 - There are currently 330 parking spots at Edina High School available to students for a yearly cost of \$300 per spot. An increase of \$150 per year will result in an additional \$49,500 of revenue. The District has not increased fees in 16 years. Had the District raised the fee by 2.50 percent per year on average over the last 16 years, the current yearly cost would be \$445.
- **Licensed Physical Education and Choral Music Staff** - 4.10 FTE - \$483,800 - Adjust the specialist “rotation” at the elementary level to include media specialists, which would require an adjustment to the total number of physical education and choral music staff at the elementary level (this containment is an alternative to the “Licensed Media Specialists” containment option).
- **Licensed Media Specialists** –4.50 FTE - \$532,637 - Adjust the media specialist model to 4.50 full-time equivalents (FTE) across the district. The change of 4.50 FTE of media specialists district-wide would result in each site having 0.50 FTE during the 2024-25 school year. State law requires one licensed media specialist in each district. Each school will continue to staff a part-time media assistant (this containment is an alternative to the “Licensed Physical Education and Choral Music Staff” containment option).
- **Licensed School Nurses** – 4.50 to 5.00 FTE - Adjust the school nurse model to 4.50 to 5.00 FTE resulting in a cost containment of \$451,200-532,637. Medical needs of students have been taken into consideration and the current health service assistant model will be maintained.
- **Extra Duty Days for Counselors** - \$73,975 - Adjust the number of additional days afforded to school counselors, resulting in a cost containment. Each licensed school counselor has historically worked an additional 18.50 days in the summer, paid at their prorata hourly rate. The administration recommends adjusting this amount by 8.50 days for each counselor.
- **Regular Transportation Staff** – 2.00 FTE - \$77,750 – After analyzing route patterns the Transportation department has identified more efficient routing that would maintain current service levels with two fewer drivers. The District administration believes that the reduction can be achieved through natural attrition and turnover.

- **Student Support and Related Service Adjustment** –\$300,000 - 2.80 FTE - The District administration believes that it can leave vacant or adjust the following unfilled roles with no disruption to services: the 504 coordinator at the High School, occupational therapy, psychology, deaf and hard of hearing, and developmental adapted physical education.
- **Class-Size Midpoint Open Enrollment** - \$215,000 – The school board has established class-size ranges at each grade level that are used to determine the number of licensed general education staffing allocated to each school. Enrollment in various sections kindergarten through 5<sup>th</sup> grade are currently below the midpoint of the board's desired ranges. The District administration believes that additional enrollment to the midpoint would efficiently generate additional revenues to the school district, net of additional support services that may be required.
- **Talent Development Licensed Staff** - 1.20 FTE - \$177,546 - Adjust the allocation of talent development staff at the elementary level from 1.50 FTE per site to 1.30 FTE. The District will continue to identify talent within its elementary student body and will adopt tools such as the CogAT which have proven to be effective.
- **Elementary School Licensed Staff Realignment** - 1.00 FTE - \$118,364 - During the current school year an additional full-time teacher was added due to one section being outside of the board's desired class-size range. As the cohort advances to the next grade, the class-size range becomes larger, allowing the District to reduce staff and still maintain section sizes within the desired range.
- **Middle School Licensed Staff Realignment** - 1.60 FTE - \$189,382 - During the 2022-23 school year the District administration identified that the middle schools, in aggregate, were staffed at a level that was greater than what the board's desired class-sizes indicated. Significant "right-sizing" was achieved during the prior BRRRG however a slight inefficiency remains.

### **Moving Forward - Next Steps**

The BRRRG ideas above can be combined to yield the District administration's cost containment target of approximately \$3,620,000, which will result in an anticipated unassigned fund balance in the general fund at the end of fiscal year 2025 that adheres to school board policy, provides adequate short term financial stability, will allow the District to maintain its excellent programs and services, and will allow the District to continue to provide competitive wage increases to its staff. The administration will seek formal approval of its recommended cost containment strategy at the March 4, 2024 regular meeting. Upon approval of cost containment strategies, the administration will begin formal budgeting activities with school sites and departments. This process will involve the allocation and reconciliation of staff, distribution of non-salary and supply budgets, and posting of authorized positions that are vacant. The District administration will continue to update its assumptions and estimates as more reliable information becomes available, and will present the complete budget at the June 10, 2024 regular meeting.

# **Preliminary Cost Containment Recommendations for Fiscal Year 2025**

**WORK SESSION**

February 20, 2024



DEFINING EXCELLENCE

# AGENDA

- Overview of Stakeholder Feedback
- Review of Potential Revenue Generation Sources
  - Fees
  - Technology Levy Funding

# FINANCIAL FORECAST SUMMARY

- Prior-Year BRRRG - \$4,000,000 of cost containments addressed locally without using additional state aid
- Additional compensation investments to retain and recruit high-quality staff must be sustainable long-term - \$3,620,000 cost containment
- Not anticipating “historic” funding to be repeated - conservatism
- Unfunded mandates - full impact will not be known for years

# SUMMARY OF RECOMMENDATIONS

Option	Category	Amount	
		A	B
Administrative Staff Adjustment	Budget Reducton	\$ 243,450	\$ 243,450
Business Servies Staff Adjustment	Budget Reducton	90,600	90,600
Multilingual and Achievement & Integration Reorganization	Reallocation	7,300	7,300
School Board & Superintendent Office Non-Salary Pause	Budget Reducton	150,000	150,000
Curriculum Capital Deferral	Budget Reducton	100,000	100,000
Buildings & Grounds, Transportation Capital Deferral	Budget Reducton	275,000	245,000
School Site Capital Deferral	Budget Reducton	260,000	260,000
Professional Development Adjustment	Budget Reducton	50,000	50,000
Medical Bill Reconciliation	Revenue Generation	48,615	48,615
Student Support Personnel Aid	Revenue Generation	161,019	161,019
Athletic Event Ticket Fee Adjustment	Revenue Generation	23,000	23,000
Athletics and Activities Participation Fee Adjustment	Revenue Generation	27,000	27,000
High School Parking Fees (+\$150)	Revenue Generation	49,500	49,500
Elementary Specialist Rotation Adjustment	Budget Reducton	-	483,800
Licensed Media Specialists	Budget Reducton	532,637	-
Licensed School Nurse Adjustment	Budget Reducton	451,200	532,637
Counseling Extra Duty Day Adjustment	Budget Reducton	73,975	73,975
Transportation Staff Adjustment	Budget Reducton	77,750	77,750
Student Support and Related Service Adjustment	Budget Reducton	300,000	300,000
Class-Size Midpoint Open Enrollment	Revenue Generation	215,000	215,000
Talent Development Licensed Staff Adjustment	Budget Reducton	177,546	177,546
Elementary School Licensed FTE Efficiency	Budget Reducton	118,364	118,364
Middle School Licensed FTE Efficiency	Budget Reducton	189,382	189,382
<b>Total</b>		<b>\$ 3,621,338</b>	<b>\$ 3,623,938</b>

**59.65% of the recommendations are non-programmatic**




DEFINING EXCELLENCE

# Budget: Revenue Generation Fees Survey

I have children in the following grade bands:



%		Answer <i>(Multi-select)</i>
39%	(939)	PreK-2
40%	(959)	3-5
39%	(938)	6-8
35%	(851)	9-12

# School Board Work Session

*February 20, 2024*

Review Stakeholder  
Feedback

# Overview of Feedback

## Suggestion: charge fees for art, music and field trips

### 2023 Minnesota Statutes

#### 123B.37 PROHIBITED FEES.

Subdivision 1. **Boards shall not charge certain fees.** (a) A board is not authorized to charge fees in the following areas:

- (1) textbooks, workbooks, art materials, laboratory supplies, towels;
- (2) supplies necessary for participation in any instructional course except as authorized in sections [123B.36](#) and [123B.38](#);
- (3) field trips that are required as a part of a basic education program or course;
- (4) graduation caps, gowns, any specific form of dress necessary for any educational program, and diplomas;
- (5) instructional costs for necessary school personnel employed in any course or educational program required for graduation;
- (6) library books required to be utilized for any educational course or program;
- (7) admission fees, dues, or fees for any activity the pupil is required to attend;
- (8) any admission or examination cost for any required educational course or program;
- (9) locker rentals;
- (10) transportation to and from school of pupils living two miles or more from school.

(b) Notwithstanding paragraph (a), clauses (1) and (6), a board may charge fees for textbooks, workbooks, and library books, lost or destroyed by students. The board must annually notify parents or guardians and students about its policy to charge a fee under this paragraph.

# Overview of Feedback

**Suggestion: charge transportation fee for students who are open enrolled**

- Transportation costs are reimbursed as provided by Minnesota Law

# Overview of Feedback

## **Suggestion: Charge tuition for students who are open enrolled**

- We receive the same \$7,281 in general education formula allowance from the state for each student regardless of residence.
- State statute prohibits the ability to charge for tuition unless the student is from outside of Minnesota.

# Overview of Feedback

## **Suggestion: charge for school meals**

- Due to the 2023 Free School Meals state law, we must participate in the state funded Free School Meals program.
- Any fees collected for the sale of meals to pupils must, by law, be recorded in the Food Service Fund and cannot be used in the General Fund to pay staff salaries.

# Overview of Feedback

**Suggestion: increase community education fees to pay for budget shortfall**

- Fees collected for Community Education purposes must, by law, be recorded in the Community Education Fund and cannot be used in the General Fund to pay staff salaries.

# Overview of Feedback

## Suggestion: raise current taxes

- Operating referendum - within ~\$5 per student of the maximum allowed by state law.
  - To hold an election would cost more than the additional revenue of \$5 per student, and funding would not be available until FY 2026.
- Capital projects levy (tech levy) - possible to increase this to pay for safety/security needs (SRO, equipment, etc), thus freeing up general fund for other items
  - Not an option until FY 2026 at the very earliest.

# Overview of Feedback

**Suggestion: conduct a fundraiser or create a donation fund to the school or through Edina Education Fund**

- In order for Edina Public Schools to ensure ongoing and stable educational programming we must rely on stable funding to cover costs every year.
- Donations of \$1M this year would push reductions into next year which would increase donation needs for FY 2026.
  - If the cost containment was only \$2.56M for fiscal year 2025, an additional \$880,000 on top of the remaining \$1M containment needed for FY2026.
  - In general, donations are not a reliable funding source for school districts.

# Overview of Feedback

**Suggestion: redistrict students who live in Edina, but are assigned to Hopkins school district**

- This requires both districts to agree to realignment. As this would impact their overall budget, the Hopkins School District is not incentivized to redistrict.

# School Board Work Session

*February 20, 2024*

Review Potential  
Revenue Generation  
Sources

# Potential Revenue: increased transportation fees

I live less than 2 miles from school and would be willing to pay the following total fee for bussing:

I have children in the following grade bands:	I live less than 2 miles from school and would be willing to pay the following total fee for bussing:					
	\$350 per year	\$450 per year	\$500 per year	Not Applicable	Other	Total
PreK-2	4.3% (151)	1.0% (36)	3.5% (124)	10.2% (358)	6.4% (224)	25.5% (893)
3-5	4.6% (161)	0.9% (31)	3.3% (114)	10.8% (377)	6.4% (222)	25.9% (905)
6-8	3.9% (136)	0.8% (28)	2.7% (94)	12.4% (434)	5.5% (194)	25.3% (886)
9-12	2.9% (102)	0.6% (20)	1.7% (60)	12.6% (439)	5.5% (191)	23.2% (812)
<b>Total</b>	<b>15.7% (550)</b>	<b>3.3% (115)</b>	<b>11.2% (392)</b>	<b>46.0% (1608)</b>	<b>23.8% (831)</b>	<b>100.0% (3496)</b>

\*Answers with less than 5 responses are hidden to protect anonymity.



Top 5 "other" responses for question 2 suggest:

1. Many respondents are willing to pay increased fees for various school programs and activities, including media, music, PE, art, and tutoring. Some suggested a materials and activities fee of \$50 per child per semester for these classes. Others suggested fees for optional/non-essentials like parking passes, game/event tickets, and school club/activity/athletics.
2. Some respondents suggested creative ways to cut expenses, such as reducing spending on non-essential expenses, reducing administrative positions, and focusing on learning rather than renovations and expansions.
3. There were suggestions for increased fees for after-school care, student fundraising, and participation in band/orchestra. Some respondents also suggested charging for all bussing, especially for those who choose not to attend their neighborhood school.
4. A few respondents suggested charging fees for tech use, such as a \$100 per year tech fee, and fees for borrowing or replacing Chromebooks.
5. Some respondents suggested increased fees for school lunches, with one suggesting a cost based on income so those in need would still eat free. Others suggested a one-time assessment or a yearly fee to support music, physical education, and library programs.

# Potential Revenue: Pay-to-Ride Transportation

- The District, by policy, provides free to-and-from school transportation to certain students that live within the state mandated walk-zone of 2.0 miles (MN 123B.88)
- Current pay-to-ride students - Elementary students within 0.7 miles and Secondary students within 1.0 miles
- Current ridership within 2.0 miles - 2,791 students
- \$350 per year, per student would **potentially** generate - \$956,900
- 30.2% of ThoughtExchange respondents said they would pay at least \$350 per year.

# Potential Revenue: increased athletics adult ticket prices

I am willing to pay the following adult ticket fee to attend home athletic events:

I have children in the following grade bands:	\$8.00		\$10.00		\$12.00		Other		Total	
PreK-2	4.3%	(150)	9.8%	(339)	8.9%	(310)	2.5%	(86)	25.5%	(885)
3-5	4.3%	(150)	10.0%	(346)	8.7%	(302)	3.0%	(105)	26.0%	(903)
6-8	4.4%	(154)	10.2%	(355)	7.8%	(270)	2.8%	(97)	25.3%	(876)
9-12	5.0%	(174)	9.0%	(312)	6.6%	(230)	2.5%	(87)	23.2%	(803)
<b>Total</b>	<b>18.1%</b>	<b>(628)</b>	<b>39.0%</b>	<b>(1352)</b>	<b>32.1%</b>	<b>(1112)</b>	<b>10.8%</b>	<b>(375)</b>	<b>100.0%</b>	<b>(3467)</b>

\*Answers with less than 5 responses are hidden to protect anonymity.



Top 5 "other" responses for question 3 suggest:

1. Many respondents are willing to pay increased fees for various school activities and services, including media, music, PE, art, tutoring, summer classes, and after-school care. Some suggested a materials and activities fee of \$50 per child per semester for these classes.
2. There were suggestions for creative ways to cut expenses, such as volunteer work, student fundraising, and reconsidering spending on non-essential expenses.
3. Some respondents suggested charging for optional/non-essentials like parking passes, game/event tickets, school club/activity/athletics, and even suggested a sliding scale fee system.
4. There were suggestions for increased fees for arts programs, tech fees, school events, band/orchestra participation, uniforms, lunch and breakfast, technology equipment rental, and additional school counselor support.
5. Some respondents suggested a willingness to pay a general school fee to contribute to budget shortfalls, including staff salaries and supplies. Others suggested a willingness to pay increased fees across the board, with some willing to pay up to \$1000 total.



DEFINING EXCELLENCE

# Potential Revenue: increased adult ticket prices

Based on survey parent/guardians are willing to pay \$10.00 per adult ticket.

- Potential increased revenue - \$47,276
- **Increase of approximately \$24,000 from original recommendation**

## Unknown impacts:

2024 will be the baseline year to determine whether or not the community opts in and pays the fees. We are wondering about options if revenue for anticipated fees is not realized.

# Potential Revenue: increased EHS parking fees

Parking fees at the high school haven't increased in 16 years. The current parking fee at Edina High School is \$300 per school year. I am willing to pay the following parking fee for my child:

I have children in the following grade bands:

	\$450	\$550	\$650	Not Applicable	Other	Total
PreK-2	4.3% (148)	3.9% (135)	3.9% (133)	11.3% (390)	2.2% (76)	25.6% (882)
3-5	5.0% (172)	3.7% (129)	4.5% (156)	9.6% (331)	3.2% (111)	26.1% (899)
6-8	6.3% (218)	4.3% (148)	3.9% (136)	6.2% (215)	4.5% (155)	25.3% (872)
9-12	6.7% (231)	3.3% (115)	3.0% (103)	2.6% (90)	7.5% (259)	23.1% (798)
<b>Total</b>	<b>22.3% (769)</b>	<b>15.3% (527)</b>	<b>15.3% (528)</b>	<b>29.7% (1026)</b>	<b>17.4% (601)</b>	<b>100.0% (3451)</b>

\*Answers with less than 5 responses are hidden to protect anonymity.



The top 5 “other” responses for question 2 suggest:

1. Many respondents are willing to pay increased fees for arts programs, with one suggesting a fee of \$50 per child per semester for media, music, PE, and art classes.
2. Some respondents suggested implementing a start-of-the-school-year fee for teachers or a general school fee to contribute to budget shortfalls.
3. Several respondents are open to paying more for after-school care and tutoring services, with one suggesting a 20% increase in fees for elementary after-school care.
4. Some respondents are willing to pay increased fees for extracurricular activities such as band, orchestra, and school events. One suggested a fee of \$200 to participate in band/orchestra in elementary school.
5. A few respondents suggested creative ways to cut expenses, such as volunteering, student fundraising, and renting out vacant sports fields/courts.

# Potential Revenue: increased EHS parking fees

The current parking fee is \$300 per carpool.

- Based on the survey data most people are willing to pay \$450.
- Responses in the “other” category ranged from \$25-\$1,600.
- If fee was raised to \$550 per carpool- Potential total increased revenue - \$82,500
- **Increase of approximately \$33,000 from original recommendation**

## Unknown Impacts:

FY 2024 will be the baseline year to determine whether or not the community opts in and pays the fees. We are wondering about options if revenue for anticipated fees is not realized.

# Potential Revenue: increased athletics fees

Athletics and activities fees at the high school have not increased in 4 years. What percent increase are you willing to pay for your student's athletics and activities?

I have children in the following grade bands:

	10%	20%	30%	Other	Total
PreK-2	10.9% (374)	7.4% (253)	3.6% (123)	3.6% (122)	25.5% (872)
3-5	10.9% (374)	7.2% (247)	3.9% (133)	4.0% (138)	26.1% (892)
6-8	11.4% (390)	6.7% (228)	3.5% (121)	3.8% (130)	25.4% (869)
9-12	10.3% (353)	5.8% (197)	3.0% (103)	4.0% (137)	23.1% (790)
<b>Total</b>	<b>43.6% (1491)</b>	<b>27.0% (925)</b>	<b>14.0% (480)</b>	<b>15.4% (527)</b>	<b>100.0% (3423)</b>

\*Answers with less than 5 responses are hidden to protect anonymity.



Top 5 "other" responses for question 5 suggest:

1. Many respondents are willing to pay increased fees for arts, music, PE, and media classes, with some suggesting a fee of \$50 per child per semester.
2. Some respondents suggested implementing a start-of-the-school-year fee for teachers or a general school fee to contribute to budget shortfalls.
3. There were suggestions for increased fees for after-school care, tutoring, and summer classes, with some respondents willing to volunteer to help cut expenses.
4. Several respondents are open to paying increased fees for optional/non-essential items such as parking passes, game/event tickets, and school club/activity/athletics.
5. Some respondents suggested implementing fees for band/orchestra participation in elementary school, tech fees, and fees for school events and dances.

# Potential Revenue: increased athletics Fees

Based on the survey data most stakeholders are willing to pay an increase of 10% in athletics fees.

- An increase would result in a total of \$40,255 (\$24 per year/per sport/athlete)
- Current average cost per sport - \$238 +10% raises to \$262
- **Increase of approximately \$14,000 from original recommendation**

## Unknown Impacts:

FY 2024 will be the baseline year to determine whether or not the community opts in and pays the fees. We are wondering about options if revenue for anticipated fees is not realized.

# Potential Revenue: Capital Projects (Tech) Levy

- Capital projects aka Tech Levy revenue use is highly restricted
- Tech levy allows for positions that support the operational side of technology vs. instructional technology
- An adjustment to the Media Specialist job responsibilities (change in job description) may allow for portions of the position to be funded from the Tech Levy

## Impacts

Impact on current and future Technology needs must be considered: audio/visual updates, emerging cybersecurity and physical security needs, increasing costs of instructional and non-instructional software, possible curriculum capital expenditures, and future technology staff compensation costs.



# NEXT STEPS

- Review school board feedback from 2/20/24 meeting
- Administration will seek formal approval at the March 4, 2024 Regular Meeting
- Upon approval, administration will begin formal budgeting activities

# SUMMARY OF RECOMMENDATIONS

Option	Category	Amount	
		A	B
Administrative Staff Adjustment	Budget Reducton	\$ 243,450	\$ 243,450
Business Servies Staff Adjustment	Budget Reducton	90,600	90,600
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School Board & Superintendent Office Non-Salary Pause	Budget Reducton	150,000	150,000
Curriculum Capital Deferral	Budget Reducton	100,000	100,000
Buildings & Grounds, Transportation Capital Deferral	Budget Reducton	275,000	245,000
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Medical Bill Reconciliation	Revenue Generation	48,615	48,615
Student Support Personnel Aid	Revenue Generation	161,019	161,019
Athletic Event Ticket Fee Adjustment	Revenue Generation	23,000	23,000
Athletics and Activities Participation Fee Adjustment	Revenue Generation	27,000	27,000
High School Parking Fees (+\$150)	Revenue Generation	49,500	49,500
Elementary Specialist Rotation Adjustment	Budget Reducton	-	483,800
Licensed Media Specialists	Budget Reducton	532,637	-
Licensed School Nurse Adjustment	Budget Reducton	451,200	532,637
Counseling Extra Duty Day Adjustment	Budget Reducton	73,975	73,975
Transportation Staff Adjustment	Budget Reducton	77,750	77,750
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Class-Size Midpoint Open Enrollment	Revenue Generation	215,000	215,000
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Elementary School Licensed FTE Efficiency	Budget Reducton	118,364	118,364
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<b>Total</b>		<b>\$ 3,621,338</b>	<b>\$ 3,623,938</b>

**59.65% of the recommendations are non-programmatic**



DEFINING EXCELLENCE

# NEXT STEPS

- Continued engagement with stakeholders
- Administration will seek formal approval at the March 4, 2024 Regular Meeting
- Upon approval, administration will begin formal budgeting activities

**IV. Action**

IV.A. Proposed 2023-2025 Health Service  
Associate Collective Bargaining Agreement



**Board Meeting Date:** 2/20/2024

**Title:** Proposed 2023-2025 Health Service Associate Collective Bargaining Agreement

**Type:** Action

**Presenter(s):** Sonya Sailer, Director of Human Resources; Mert Woodard, Director of Finance and Operations

**Background:** The School District's Health Service Associates (HSAs) have ratified a tentative agreement for a two-year contract effective July 1, 2023 through June 30, 2025. The proposed terms and conditions of employment are reflected in the attached agreement with underlined bold font used to represent new language and strikethrough font used to show language that will be removed from the contract as a part of the tentative agreement. Changes are shaded in yellow. Financial highlights of the proposed agreement include:

1. Step advancement for eligible HSAs in both years of the agreement;
2. An updated wage schedule to provide competitive wages in the first year of the agreement and a two and one-quarter (2.25) percent improvement to the schedule in the second year of the agreement;
3. Retroactive application of the proposed wage increases for all hours worked in the HSA bargaining unit as of July 1, 2023;
4. The longevity differential was removed from the contract and four (4) longevity steps were added to the wage schedule to better recognize the district's most senior HSAs; and
5. An eight (8) percent increase to the district's contribution towards health insurance as of January 1, 2025.

The two-year total package for this proposed agreement is \$1,318,816, which represents an increase of \$62,968. Using the Minnesota School Board Association's costing formula, the two-year percentage increase is 5.00%. This amount is within the School Board's financial parameters for this collective bargaining agreement. Superintendent Stanley supports the recommendation.

**Recommendation:** Approved the proposed 2023-2025 collective bargaining agreement.

**Attachment(s):**

1. DRAFT underlined/strikethrough version of proposed 2023-2025 HSA agreement.
2. Final clean copy of proposed 2023-2025 HSA agreement.



AGREEMENT

INDEPENDENT SCHOOL DISTRICT NO. 273

EDINA, MINNESOTA

AND THE

HEALTH SERVICE ASSOCIATE ORGANIZATION

JULY 1, 2023 THROUGH JUNE 30, 2025

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## AGREEMENT

This Agreement is made and entered into by and between INDEPENDENT SCHOOL DISTRICT NO. 273, Edina, Minnesota, hereinafter referred to as the "Employer," and the HEALTH SERVICE ASSOCIATE ORGANIZATION, hereinafter referred to as the "**HSA**".

### ARTICLE I PURPOSE

The purpose of this Agreement is to encourage and increase orderly, constructive, and harmonious relationships between the Employer and its employees; to establish procedures for the resolution of differences over terms and conditions of employment; and 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 which have been agreed upon by the Employer and the HSA, pursuant to an in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the "PELRA"). Terms not specifically defined herein shall have the meanings given them under PELRA.

### ARTICLE II MANAGEMENT RIGHTS

Section 2.1 Authority of the Employer. The laws of the State of Minnesota have 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 shall continue unimpaired, except as limited by a specific provision of this Agreement.

Section 2.2 Provisions Contrary to Law. Any portion of this Agreement which violates any provision of the laws of Minnesota or of the United States, or any rules or regulations promulgated thereunder, either now or hereafter, shall be null and void and without force and effect, with the provisions of such law prevailing. If any provision of this Agreement or the application of any such provision under the circumstances is held invalid, that provision shall be severable and it shall not affect any other provisions of this Agreement or the application of such provision under other circumstances.

### ARTICLE III RIGHTS OF EXCLUSIVE REPRESENTATIVE

Section 3.1 Recognition. The Employer hereby recognizes the HSA as the exclusive representative of all employees in the following appropriate unit certified by the Minnesota Bureau of Mediation Services in Case No. 86-PR-2647:

All Health Associates employed by Independent School District No. 273, Edina, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory, confidential and all other employees.

As used in the Agreement, the term "Health Associate" shall mean any employee included in the appropriate unit.

Section 3.2 Maintenance of Membership. Any member of the bargaining unit may authorize the District to deduct from their pay the amount dues charged by the union. This authorization must be in writing and forwarded to the payroll office not less than two (2) weeks before the payday when it is to become effective. The District agrees to implement all the terms of dues-checkoff authorizations submitted to the District by the Union and agreed to by the Employee.

The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization.

When a bargaining unit member has authorized a dues deduction, such authorization cannot be cancelled except during the month of September. Cancellation must be in writing, and forwarded to the payroll department from the union within two (2) weeks.

Section 3.3 Employer Indemnity. The HSA 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 payroll deductions under this Article.

Section 3.4 School Buildings and Facilities. The HSA shall have the right in accordance with established regulations to reasonable use of school buildings and facilities provided such use shall not interfere with normal school activities or functions. The Employer reserves the right to assess charges for additional custodial expense or for other additional operational expense beyond normal maintenance costs resulting from such use.

## ARTICLE IV

### DUTY DAYS, HOURS AND OVERTIME

Section 4.1 Duty Days. The Employer will set the number of duty days expected at each building level at the beginning of each school year. The specific duty days for each individual employee will be established by the employee's immediate supervisor, subject to approval by the Director of Human Resources or other designated Employer representative.

Section 4.2 Emergency Closings. Duty days cancelled due to emergency shortages, severe weather or any other emergency may be rescheduled at the direction of the Employer, and employees shall perform their services on such rescheduled days, if any. The rescheduling of cancelled days may also include adjustments to the length of the work day. Employees will

receive their normal pay for any cancelled duty days they are normally scheduled to work that are not rescheduled.

Section 4.3 Hours of Work. The specific hours of work for an individual employee will be established by the employee's immediate supervisor, subject to approval by the Director of Human Resources or other designated Employer representative. A "full-time employee" shall mean any employee scheduled by the Employer to work thirty (30) hours or more per week, exclusive of the duty-free lunch period.

Each employee working more than four (4) hours in a day will be scheduled for a one-half hour lunch period without pay, subject to emergencies. **An employee scheduled for fewer than eight (8) consecutive hours per day may forego the duty-free, one-half hour lunch period without pay with the approval of the Supervisor of Health Services. An employee scheduled for seven (7) consecutive hours per day or more may request a duty-free, twenty (20) minute lunch period with pay, subject to emergencies, instead of a duty-free, one-half hour lunch period without pay with the approval of the Supervisor of Health Services.** An employee, who is assigned to be on-call during their lunch time, will be paid at their regular hourly rate for one-half hour. An employee may leave the building during the scheduled lunch hour upon advance notice to and approval by the building principal or **Supervisor of Health Services** Coordinator. If an emergency requires an employee to work during the scheduled **unpaid** lunch period, the Employer shall have the option either to grant the employee's **request for** compensatory time off or to pay for the extra time worked at the employee's regular hourly rate **or overtime rate if the extra time worked exceeded forty (40) hours in any one work week.**

Section 4.4 Overtime. Employees will be paid at one and one-half times the regular rate for all hours worked at the request of the Employer in excess of forty (40) hours in any one work week. The Employer may, at its option, grant **an employee's request for** compensatory time off in lieu of overtime pay, to the extent authorized by the Fair Labor Standards Act, as amended. The scheduling of any compensatory time off requested by an employee shall be subject to approval by the employee's supervisor.

## ARTICLE V

### COMPENSATION

Section 5.1 Wage Rates. The following wage rate schedules, effective as of July 1, 20**23**, and July 1, 20**24**, respectively, shall be applicable to employees covered by this Agreement.

Section 5.2 Health Service Associate. This wage rate is applicable to an employee who does not have a Registered Nurse license issued by the Minnesota Board of Nursing.

Step	2022-23	2023-2024	2024-2025
1	\$19.93	<b>\$20.52</b>	<b>\$20.98</b>
2	\$20.43	<b>\$21.04</b>	<b>\$21.51</b>
3	\$23.38	<b>\$24.08</b>	<b>\$24.62</b>

4	\$24.32	<b>\$25.04</b>	<b>\$25.60</b>
7L		<b>\$26.25</b>	<b>\$26.84</b>
11L		<b>\$27.40</b>	<b>\$28.02</b>
16L		<b>\$27.75</b>	<b>\$28.37</b>
21L		<b>\$29.60</b>	<b>\$30.27</b>

Section 5.2.1 Board of Nursing Licensure Differential. An employee who (1) is compensated at a rate under Section 5.1.1 **5.2** and (2) furnishes to the Human Resources Department a copy of a valid and current Licensed Practical Nurse license will be eligible for a differential of **\$0.55** per hour for all hours worked from the Employer's receipt of the license. The employee will receive the differential until the expiration of his or her license.

Section 5.3 Health Service Associate, Registered Nurse. This wage rate is applicable to an employee who does have a Registered Nurse license issued by the Minnesota Board of Nursing.

Step	2022-2023	<b>2023-2024</b>	<b>2024-2025</b>
1	\$27.60	<b>\$28.15</b>	<b>\$28.78</b>
2	\$28.56	<b>\$29.13</b>	<b>\$29.79</b>
3	\$29.77	<b>\$30.37</b>	<b>\$31.05</b>
4	\$31.28	<b>\$31.95</b>	<b>\$32.67</b>
7L		<b>\$32.20</b>	<b>\$32.92</b>
11L		<b>\$32.45</b>	<b>\$33.18</b>
16L		<b>\$32.70</b>	<b>\$33.44</b>
21L		<b>\$32.95</b>	<b>\$33.69</b>

Section 5.4 Longevity Differential. ~~Employees who have completed five (5) or more years of service as of July 1 each year shall receive a per hour rate from the table below in addition to the wage rate shown in Section 5.2, 5.2.1 and Section 5.3.~~

~~Year 6 through 10: \$0.40~~

~~Year 11 through 15: \$0.75~~

~~Year 16 through 20: \$1.10~~

~~Year 21 and beyond: \$1.50~~

Section 5.4 Placement on the Salary Schedule. Credit may be granted for appropriate outside experience at the time of initial hiring **up to Step 4 of the applicable wage scale**. New employees who have worked as substitute Health Associates for the Employer for **two-hundred fifty (250)** hours or more during the two **(2)** years prior to the date of hire shall be placed at Step 2 or above.

Section 5.5 Experience Credit. Salary step placement will be determined as of July 1 each year. For the purposes of step increases and leave allowance, employees will be credited with

one year of service if they are employed prior to January 1 and remain employed throughout the balance of the school year.

Section 5.6 Substitutes. An employee who previously worked as a Health Associate in the District shall be paid at the current rate of pay on the salary step the employee received at the time the employee separated from District service for substitute health associate assignments.

Section 5.7 Election of Pay Periods. Employees have the option of **nineteen (19)** or **twenty-four (24)** pay periods. If no initial written election is made, the employee will be paid in **nineteen (19)** pay periods. An employee must notify the Employer in writing prior to July 1, to change pay periods for the following fiscal year.

Section 5.8 Tax-Deferred Matching Contribution Plan. An employer contribution shall be payable to an employee's tax-deferred matching contribution plan, subject to the following provisions.

Section 5.8.1. Such plan shall be approved and subject to applicable provisions of Minnesota statutes and IRS Code Section 403(b) and any amendments thereto.

Section 5.8.2. The Employer contribution is not payable unless the employee authorizes a matching salary reduction in the amount he/she is eligible to receive in Section 5.8 for the same period.

Section 5.8.3. An employee will qualify for this benefit beginning the third (3) year of service and whose assignment is equivalent to or greater than **twenty-five (25)** hours per week.

Section 5.8.4. The Employer contribution and matching employee contribution will be made to a district-approved company of the employee's choice, subject to Section 5.8 5.7 of this Article. It shall be the responsibility of the employee to make all arrangements required by the vendor to ensure that proper payment is made by the Employer.

Section 5.8.5 The amount of the Employer contribution in year **three (3)** and after shall be two **(2)** percent (~~2.0%~~) of annual base salary and not exceed \$2,000.00 per year.

## ARTICLE VI

### LEAVES AND ABSENCES

Section 6.1. Basic Leave Allowance. An employee receives nine (9) days of basic leave for each school year. An employee working less than full time (per Section 4.3) receives leave on a prorated basis. Basic leave includes absences for personal illness, family illness, and personal business under the terms and conditions set forth in the sections below. Basic leave does not include absences for disaster leave, jury duty, military leave, civil duties, FMLA and unpaid childcare leave. Leave not used may accumulate without limit

Section 6.2. Personal Illness and Family Illness. **An employee may use accumulated leave allowance provided by the Employer for absences due to an illness or injury to the employee's dependent child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use the accumulated leave allowance for the employee's own illness or injury. A "dependent child" means an individual under eighteen (18) years of age or an individual under age twenty-one (21) who is still attending secondary school.**

An employee may use one (1) day of basic leave for each day of personal illness, or for an absence due to the illness or injury of the employee's ~~child~~, adult child, spouse, sibling, parent, grandparent, or stepparent in accordance with Minn. Stat. §181.9413 **Minnesota law.** After five (5) consecutive days of illness, **or within the time allowed by Minnesota law,** the District may require an employee to furnish a medical certificate from the attending physician as evidence of illness, indicating such absence was due to illness or disability. If additional costs are accrued, the ~~d~~District will pay those costs. The District may require certification by the attending physician stating that the employee is in good health and able to resume his/her duties upon return. The same procedure may be requested for the illness or disability of a family member as defined **in this section** Minn. Stat. §181.9413.

Section 6.3. Personal Business Leave. Up to four (4) days of basic leave allowance may be used by an employee for personal business leave. The specific reason for the requested leave does not need to be given. Personal business leave must be submitted to the employee's immediate supervisor at least three (3) days in advance, except in cases of extreme emergency. Personal business days may be taken in .50- or 1.00-day increments. No personal business days will be granted during the first or last five (5) student contact days of the school year. **Requests to use personal business leave during the first or last five (5) student contact days of the school year will only be granted for extraordinary circumstances, as determined by the Supervisor of Health Services.** Personal business days will be granted with limited availability in connection with Winter and Spring Break with confirmed coverage for the absence, if needed.

Section 6.4. Sick Leave Use as Personal Business Leave. Employees shall be allowed to use sick leave as personal leave each year under the following terms. Employees must have a minimum balance of twelve (12) sick leave days to convert (3) sick leave days to one (1) personal leave day. This additional personal leave day will be deducted from the employee's sick leave accrual and can only be granted after the exhaustion of accrued personal days. Limit one (1) sick leave to personal leave conversion per school year.

Section 6.5. Disaster Leave. The Employer will provide disaster leave coverage for employees who have exhausted accumulated sick leave days prior to the commencement of income protection insurance benefits. An employee will become eligible for disaster leave coverage after the employee has been continuously disabled and unable to work for fifteen (15) consecutive duty days, as certified by a medical doctor.

Disaster leave payments shall commence as of the duty day following the last day of sick leave payment and shall continue only for the period during which the employee remains

continuously disabled and unable to work. Disaster leave payments shall cease in any event after the sixty-fifth (65th) duty day of absence.

~~Section 6.6 Family Illness and Bereavement Leave. An employee may use accumulated leave allowance provided by the Employer for absences due to an illness or injury to the employee's dependent child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use the accumulated leave allowance for the employee's own illness or injury. A "dependent child" means an individual under eighteen (18) years of age or an individual under age twenty one (21) who is still attending secondary school. Leave allowance may be used in accordance with state and federal law, including by not limited to Minn. Stat. 181.9413, for the illness of an adult child, spouse, sibling, parent, grandparents, or stepparent.~~

For death in the immediate family (immediate family includes, in addition to spouse, parents, children, brother, sister, and grandparents; also, in-laws of a similar degree of relationship), up to five (5) days of leave allowance may be used per incident. For death or illness in other than the immediate family, up to three (3) days of leave allowance may be used per incident upon approval of the Director of Human Resources.

Section 6.7 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 salary and the fee received for such jury or court duty. Such absence is not deducted from leave allowance.

Section 6.8 Parental Leave. Any employee is eligible for a leave of absence without pay for a period of up to twelve (12) months for parental leave.

The employee shall submit an application for parental leave at least sixty (60) calendar days before such leave is to begin. The sixty (60) day requirement may be waived when an emergency makes such notice impossible. Parental Leave shall commence at a date agreed upon between the Employer and the employee. Failure to return to work upon expiration of a leave of absence shall result in termination of employment. The employee shall be reinstated with no reduction of monthly pay and shall retain all seniority and leave benefits accrued prior to taking the leave of absence.

Section 6.9 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 shall result in termination of employment.

Section 6.10 Union Business Leave. At the beginning of each school year, the HSA shall be granted up to fourteen (14) hours for the purpose of conducting union business. Notification of the leave shall be provided to the Director of Human Resources in advance whenever possible. This leave will not be deducted from an employee's leave balance.

Section 6.11 Religious Observance Leave. Up to three (3) days leave will be granted to an employee for required religious observance. These days will be deducted from the employee's basic leave allowance. This time must be recognized religious holidays and will not be permitted for circumstances where personal alternative attendance options exist. Notification must be submitted in writing to the **Human Resources Department** ~~employee's immediate supervisor~~ at least two (2) weeks prior to the requested leave.

## ARTICLE VII SENIORITY

Section 7.1 Seniority Date. Seniority shall be based upon an employee's continuous and uninterrupted service as a regular employee in the bargaining unit. An approved leave of absence does not constitute an interruption of service. Upon completion of the probationary period, each employee will be assigned a seniority date retroactive to the first day of the probationary period.

Section 7.2 Seniority List. Each year the Employer shall prepare from its records a seniority list and provide a copy to the HSA by December 1. Any employee may challenge the correctness of the information contained in the seniority list by filing a grievance. In the absence of a grievance filed within fifteen (15) calendar days from the date of posting, the posted seniority list will be conclusively deemed correct.

Section 7.3 Layoffs. Layoffs shall be on the basis of seniority. The last employee hired shall be the first laid off. An employee's right to recall shall expire after the earlier of the expiration of a period equal to the employee's length of service prior to layoff, or two (2) years from the date of layoff, whichever occurs first.

## ARTICLE VIII INSURANCE

Section 8.1 Group Insurance Policies. During the term of this Agreement, the Employer will provide all full-time employees the program of group insurance coverage described in this Article. It is understood and agreed that the provisions of this Article are merely descriptive of the coverages provided, and that the eligibility of an employee for benefits shall be governed by the terms of the master insurance contracts in force between the Employer and the insurers providing such coverage.

Section 8.2 Life Insurance. Each full-time employee is eligible to participate in the Employer's group term life insurance program and will be provided \$15,000 of life insurance coverage. The Employer pays the entire premium for such coverage.

Section 8.3 Long Term Disability. Each full-time employee is eligible to participate in the Employer's income protection insurance program. The Employer pays the entire premium for such coverage.

Section 8.4 Hospitalization-Medical Insurance. Employees who can be expected to work a minimum of thirty (30) hours per week throughout the regular school year, as determined by

the Director of Human Resources or an employer designee, will be eligible to enroll for Single, Single + One, or Family coverage in the Employer's hospitalization-medical insurance program. The maximum monthly Employer contribution toward the premium for the type of coverage in which an eligible employee is enrolled shall be as follows:

<b>Type of Coverage</b>	<b>Effective 01/01/23</b>	<b>Effective <u>01/01/25</u></b>
Single	644.00	<b><u>696.00</u></b>
Single + One	1094.00	<b><u>1,182.00</u></b>
Family	1412.00	<b><u>1,525.00</u></b>

Each employee enrolled in the program shall contribute, through payroll deduction, any excess of the monthly premium over the maximum Employer contribution toward the type of coverage for which such employee is enrolled.

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

Section 8.5 Dental Insurance. Employees who work the minimum number of hours required by the district's dental insurance carrier, may participate in the district's dental program at their own expense.

Section 8.6 Flexible Benefits Plan. Employees covered by this contract shall be eligible to participate in the Flexible Benefits Plan established by the Employer pursuant to Section 125 of the Internal Revenue Code, provided, however, that such employees must meet all other requirements for eligibility set forth in the Plan.

Section 8.7 Retirement. Employees who retire after age fifty-five (55) may elect to maintain participation in the group hospital-major medical and dental programs until such employee's full retirement age as defined by the U.S. Department of Health and Human Services (or earlier death) by paying the full premium costs for such program. The district's benefits administrators will provide a payment schedule.

## ARTICLE IX

### DISCIPLINE AND DISCHARGE

Section 9.1 Probationary Period. New employees shall serve an eight-month probationary period, excluding June, July and August. For purposes of this section, all calendar months are considered equal in terms of days. During the probationary period, the Employer shall have the

unqualified right to discharge such employee without assigning any cause therefore and without recourse to the grievance procedure.

Section 9.2 Discipline and Discharge. Discipline or discharge **may only be imposed** on an **non-probationary** employee ~~who has probationary period~~ for just cause.

Section 9.3 Transfers. Any employee who makes a timely request to transfer will be considered by the Employer for a vacant position within the bargaining unit.

Section 9.4 Involuntary Transfers. The Employer may transfer an employee provided the employee is provided a two- week advance notice. The advance notice is not required in cases of a temporary transfer or of an emergency. The basis for the transfer shall be wholly within the discretion of the Employer and shall not be subject to the grievance procedure.

## ARTICLE X

### GRIEVANCES AND ARBITRATION

Section 10.1 Grievance. A "grievance" is any dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Section 10.2 First Step. Any employee or group of employees with a grievance shall take the matter up with the immediate supervisor within five (5) scheduled working days after becoming aware of the incident giving rise to the grievance. If the parties fail to agree within five (5) scheduled working days, or the immediate supervisor fails to adjust the alleged grievance within two (2) scheduled working days after the grievance is made, the employee may appeal the grievance to the second step.

Section 10.3 Second Step. An employee who is not satisfied with the disposition of the grievance of the first step shall file a written statement of the grievance with the Director of Human Resources within ten (10) scheduled working days after becoming aware of the incident giving rise to the grievance. The written statement must be dated and signed by the employee and/or the exclusive representative and shall set forth the facts and state the provisions of this Agreement alleged to have been violated. If the parties fail to agree or the matter has not been satisfactorily adjusted within five (5) scheduled working days after the grievance has reached the second step, the employee may appeal the grievance to the third step.

Section 10.4 Third Step. An employee who is not satisfied with the disposition of the grievance at the second step shall file a copy of the written statement of the grievance with the Superintendent within ten (10) scheduled working days after the grievance has reached the second step. If the parties fail to agree, or the grievance is not satisfactorily resolved under the procedures of the third step, it shall be submitted to arbitration in accordance with the terms of this Article.

Section 10.5 Submission to Arbitration. The HSA may submit to arbitration any grievance which has been properly processed through the third step of the grievance procedure. The HSA must file with the Superintendent a written notice of intention to arbitrate not more than fifteen (15) scheduled working days after the grievance has reached the third step. If the

parties cannot mutually agree on an arbitrator within three (3) scheduled working days after filing the notice of intention to arbitrate, arbitration shall be conducted according to Section 179A.21 of the PELRA.

Section 10.6 Jurisdiction and Authority of Arbitrator. The arbitrator shall have jurisdiction only over those grievances which have been properly submitted to arbitration in accordance with the terms of this Agreement. The arbitrator shall have 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. The decision of the arbitrator shall be subject to all the limitations of arbitration decisions set forth in PELRA. Within these constraints, the decision of the arbitrator shall be final and binding.

Section 10.7 Selection of Remedies. A grievance may only be advanced to step 4 (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.

Section 10.8 Representation. Any employee, supervisor, or the Employer may be represented at any stage of the formal grievance procedure by any person or agent designated by such party to act in the person's behalf.

Section 10.9 Time Limitations. Since it is important that grievances be processed as rapidly as possible, the time limitations specified herein shall be considered as a maximum and every effort will be made to expedite the process. Such time limitations may be extended only by mutual consent.

Failure of an employee or the HSA to comply with the limitations specified shall constitute a waiver of the grievance. Failure of a supervisor or the Employer to act within the time limitations specified shall constitute a denial of the grievance and shall permit the employee or the HSA to proceed to the next stage.

## ARTICLE XI

### DURATION AND RENEGOTIATION OF AGREEMENT

Section 11.1 Term of Agreement. This agreement is effective July 1, 2023, and continues in full force and effect to and including June 30, 2025, and annually thereafter, except as modified or terminated in accordance with the provisions of this Article.

Section 11.2 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.

Section 11.3 Termination of 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, ~~2023~~ 2025, or at least sixty (60) days but not more than ninety (90) days prior to June 30 of any year thereafter. A notice of desire to modify this Agreement shall set forth proposed modifications sought by the party, and all clauses of this Agreement for which no modification is sought shall be renewed automatically.

Section 11.4 Negotiations During Term. The parties mutually acknowledge that during the negotiations which 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 HSA each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Agreement, even though such matters may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.

ARTICLE XII

DOCUMENT AUTHORIZATION

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

INDEPENDENT SCHOOL DISTRICT  
NO. 273

HEALTH SERVICE ASSOCIATE  
ORGANIZATION

\_\_\_\_\_  
Board Chairperson

\_\_\_\_\_  
HSA President

\_\_\_\_\_  
Board Clerk

\_\_\_\_\_  
Lead Negotiator

Dated this \_\_\_\_ day of **February, 2024**.

Dated this \_\_\_\_ day of **February, 2024**.



**DEFINING EXCELLENCE**

AGREEMENT

INDEPENDENT SCHOOL DISTRICT NO. 273

EDINA, MINNESOTA

AND THE

HEALTH SERVICE ASSOCIATE ORGANIZATION

JULY 1, 2023 THROUGH JUNE 30, 2025

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## AGREEMENT

This Agreement is made and entered into by and between INDEPENDENT SCHOOL DISTRICT NO. 273, Edina, Minnesota, hereinafter referred to as the "Employer," and the HEALTH SERVICE ASSOCIATE ORGANIZATION, hereinafter referred to as the "HSA."

### ARTICLE I PURPOSE

The purpose of this Agreement is to encourage and increase orderly, constructive, and harmonious relationships between the Employer and its employees; to establish procedures for the resolution of differences over terms and conditions of employment; and 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 which have been agreed upon by the Employer and the HSA, pursuant to an in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the "PELRA"). Terms not specifically defined herein shall have the meanings given them under PELRA.

### ARTICLE II MANAGEMENT RIGHTS

Section 2.1 Authority of the Employer. The laws of the State of Minnesota have 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 shall continue unimpaired, except as limited by a specific provision of this Agreement.

Section 2.2 Provisions Contrary to Law. Any portion of this Agreement which violates any provision of the laws of Minnesota or of the United States, or any rules or regulations promulgated thereunder, either now or hereafter, shall be null and void and without force and effect, with the provisions of such law prevailing. If any provision of this Agreement or the application of any such provision under the circumstances is held invalid, that provision shall be severable, and it shall not affect any other provisions of this Agreement or the application of such provision under other circumstances.

### ARTICLE III RIGHTS OF EXCLUSIVE REPRESENTATIVE

Section 3.1 Recognition. The Employer hereby recognizes the HSA as the exclusive representative of all employees in the following appropriate unit certified by the Minnesota Bureau of Mediation Services in Case No. 86-PR-2647:

All Health Associates employed by Independent School District No. 273, Edina, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory, confidential and all other employees.

As used in the Agreement, the term "Health Associate" shall mean any employee included in the appropriate unit.

Section 3.2 Maintenance of Membership. Any member of the bargaining unit may authorize the District to deduct from their pay the amount dues charged by the union. This authorization must be in writing and forwarded to the payroll office not less than two (2) weeks before the payday when it is to become effective. The District agrees to implement all the terms of dues-checkoff authorizations submitted to the District by the Union and agreed to by the Employee.

The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization.

When a bargaining unit member has authorized a dues deduction, such authorization cannot be cancelled except during the month of September. Cancellation must be in writing, and forwarded to the payroll department from the union within two (2) weeks.

Section 3.3 Employer Indemnity. The HSA 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 payroll deductions under this Article.

Section 3.4 School Buildings and Facilities. The HSA shall have the right in accordance with established regulations to reasonable use of school buildings and facilities provided such use shall not interfere with normal school activities or functions. The Employer reserves the right to assess charges for additional custodial expense or for other additional operational expense beyond normal maintenance costs resulting from such use.

## ARTICLE IV

### DUTY DAYS, HOURS AND OVERTIME

Section 4.1 Duty Days. The Employer will set the number of duty days expected at each building level at the beginning of each school year. The specific duty days for each individual employee will be established by the employee's immediate supervisor, subject to approval by the Director of Human Resources or other designated Employer representative.

Section 4.2 Emergency Closings. Duty days cancelled due to emergency shortages, severe weather or any other emergency may be rescheduled at the direction of the Employer, and employees shall perform their services on such rescheduled days, if any. The rescheduling of cancelled days may also include adjustments to the length of the work day. Employees will

receive their normal pay for any cancelled duty days they are normally scheduled to work that are not rescheduled.

Section 4.3 Hours of Work. The specific hours of work for an individual employee will be established by the employee's immediate supervisor, subject to approval by the Director of Human Resources or other designated Employer representative. A "full-time employee" shall mean any employee scheduled by the Employer to work thirty (30) hours or more per week, exclusive of the duty-free lunch period.

Each employee working more than four (4) hours in a day will be scheduled for a one-half hour lunch period without pay, subject to emergencies. An employee scheduled for fewer than eight (8) consecutive hours per day may forego the duty-free, one-half hour lunch period without pay with the approval of the Supervisor of Health Services. An employee scheduled for seven (7) consecutive hours per day or more may request a duty-free, twenty (20) minute lunch period with pay, subject to emergencies, instead of a duty-free, one-half hour lunch period without pay with the approval of the Supervisor of Health Services. An employee, who is assigned to be on-call during their lunch time, will be paid at their regular hourly rate for one-half hour. An employee may leave the building during the scheduled lunch hour upon advance notice to and approval by the building principal or Supervisor of Health Services ~~Coordinator~~. If an emergency requires an employee to work during the scheduled unpaid lunch period, the Employer shall have the option either to grant the employee's request for compensatory time off or to pay for the extra time worked at the employee's regular hourly rate or overtime rate if the extra time worked exceeded forty (40) hours in any one work week.

Section 4.4 Overtime. Employees will be paid at one and one-half times the regular rate for all hours worked at the request of the Employer in excess of forty (40) hours in any one work week. The Employer may, at its option, grant an employee's request for compensatory time off in lieu of overtime pay, to the extent authorized by the Fair Labor Standards Act, as amended. The scheduling of any compensatory time off requested by an employee shall be subject to approval by the employee's supervisor.

## ARTICLE V

### COMPENSATION

Section 5.1 Wage Rates. The following wage rate schedules, effective as of July 1, 2023, and July 1, 2024, respectively, shall be applicable to employees covered by this Agreement.

Section 5.2 Health Service Associate. This wage rate is applicable to an employee who does not have a Registered Nurse license issued by the Minnesota Board of Nursing.

<b>Step</b>	<b>2023-2024</b>	<b>2024-2025</b>
<b>1</b>	\$20.52	\$20.98
<b>2</b>	\$21.04	\$21.51
<b>3</b>	\$24.08	\$24.62
<b>4</b>	\$25.04	\$25.60

<b>7L</b>	\$26.25	\$26.84
<b>11L</b>	\$27.40	\$28.02
<b>16L</b>	\$27.75	\$28.37
<b>21L</b>	\$29.60	\$30.27

Section 5.2.1 Board of Nursing Licensure Differential. An employee who (1) is compensated at a rate under Section 5.2 and (2) furnishes to the Human Resources Department a copy of a valid and current Licensed Practical Nurse license will be eligible for a differential of \$0.55 per hour for all hours worked from the Employer's receipt of the license. The employee will receive the differential until the expiration of his or her license.

Section 5.3 Health Service Associate, Registered Nurse. This wage rate is applicable to an employee who does have a Registered Nurse license issued by the Minnesota Board of Nursing.

<b>Step</b>	<b>2023-2024</b>	<b>2024-2025</b>
<b>1</b>	\$28.15	\$28.78
<b>2</b>	\$29.13	\$29.79
<b>3</b>	\$30.37	\$31.05
<b>4</b>	\$31.95	\$32.67
<b>7L</b>	\$32.20	\$32.92
<b>11L</b>	\$32.45	\$33.18
<b>16L</b>	\$32.70	\$33.44
<b>21L</b>	\$32.95	\$33.69

Section 5.4 Placement on the Salary Schedule. Credit may be granted for appropriate outside experience at the time of initial hiring up to Step 4 of the applicable wage scale. New employees who have worked as substitute Health Associates for the Employer for two-hundred fifty (250) hours or more during the two (2) years prior to the date of hire shall be placed at Step 2 or above.

Section 5.5 Experience Credit. Salary step placement will be determined as of July 1 each year. For the purposes of step increases and leave allowance, employees will be credited with one year of service if they are employed prior to January 1 and remain employed throughout the balance of the school year.

Section 5.6 Substitutes. An employee who previously worked as a Health Associate in the District shall be paid at the current rate of pay on the salary step the employee received at the time the employee separated from District service for substitute health associate assignments.

Section 5.7 Election of Pay Periods. Employees have the option of nineteen (19) or twenty-four (24) pay periods. If no initial written election is made, the employee will be paid in nineteen (19) pay periods. An employee must notify the Employer in writing prior to July 1, to change pay periods for the following fiscal year.

Section 5.8 Tax-Deferred Matching Contribution Plan. An employer contribution shall be payable to an employee's tax-deferred matching contribution plan, subject to the following provisions.

Section 5.8.1. Such plan shall be approved and subject to applicable provisions of Minnesota statutes and IRS Code Section 403(b) and any amendments thereto.

Section 5.8.2. The Employer contribution is not payable unless the employee authorizes a matching salary reduction in the amount he/she is eligible to receive in Section 5.8 for the same period.

Section 5.8.3. An employee will qualify for this benefit beginning the third (3) year of service and whose assignment is equivalent to or greater than twenty-five (25) hours per week.

Section 5.8.4. The Employer contribution and matching employee contribution will be made to a district-approved company of the employee's choice, subject to Section 5.7 of this Article. It shall be the responsibility of the employee to make all arrangements required by the vendor to ensure that proper payment is made by the Employer.

Section 5.8.5 The amount of the Employer contribution in year three (3) and after shall be two (2) percent of annual base salary and not exceed \$2,000.00 per year.

## ARTICLE VI

### LEAVES AND ABSENCES

Section 6.1. Basic Leave Allowance. An employee receives nine (9) days of basic leave for each school year. An employee working less than full time (per Section 4.3) receives leave on a prorated basis. Basic leave includes absences for personal illness, family illness, and personal business under the terms and conditions set forth in the sections below. Basic leave does not include absences for disaster leave, jury duty, military leave, civil duties, FMLA and unpaid childcare leave. Leave not used may accumulate without limit.

Section 6.2. Personal Illness and Family Illness. An employee may use accumulated leave allowance provided by the Employer for absences due to an illness or injury to the employee's dependent child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use the accumulated leave allowance for the employee's own illness or injury. A "dependent child" means an individual under eighteen (18) years of age or an individual under age twenty-one (21) who is still attending secondary school.

An employee may use one (1) day of basic leave for each day of personal illness, or for an absence due to the illness or injury of the employee's adult child, spouse, sibling, parent, grandparent, or stepparent in accordance with Minnesota law. After five (5) consecutive days of illness, or within the time allowed by Minnesota law, the District may require an employee to

furnish a medical certificate from the attending physician as evidence of illness, indicating such absence was due to illness or disability. If additional costs are accrued, the District will pay those costs. The District may require certification by the attending physician stating that the employee is in good health and able to resume his/her duties upon return. The same procedure may be requested for the illness or disability of a family member as defined in this section.

Section 6.3. Personal Business Leave. Up to four (4) days of basic leave allowance may be used by an employee for personal business leave. The specific reason for the requested leave does not need to be given. Personal business leave must be submitted to the employee's immediate supervisor at least three (3) days in advance, except in cases of extreme emergency. Personal business days may be taken in .50- or 1.00-day increments. No personal business days will be granted during the first or last five (5) student contact days of the school year. Requests to use personal business leave during the first or last five (5) student contact days of the school year will only be granted for extraordinary circumstances, as determined by the Supervisor of Health Services. Personal business days will be granted with limited availability in connection with Winter and Spring Break with confirmed coverage for the absence, if needed.

Section 6.4. Sick Leave Use as Personal Business Leave. Employees shall be allowed to use sick leave as personal leave each year under the following terms. Employees must have a minimum balance of twelve (12) sick leave days to convert (3) sick leave days to one (1) personal leave day. This additional personal leave day will be deducted from the employee's sick leave accrual and can only be granted after the exhaustion of accrued personal days. Limit one (1) sick leave to personal leave conversion per school year.

Section 6.5. Disaster Leave. The Employer will provide disaster leave coverage for employees who have exhausted accumulated sick leave days prior to the commencement of income protection insurance benefits. An employee will become eligible for disaster leave coverage after the employee has been continuously disabled and unable to work for fifteen (15) consecutive duty days, as certified by a medical doctor.

Disaster leave payments shall commence as of the duty day following the last day of sick leave payment and shall continue only for the period during which the employee remains continuously disabled and unable to work. Disaster leave payments shall cease in any event after the sixty-fifth (65th) duty day of absence.

Section 6.6 Bereavement Leave. For death in the immediate family (immediate family includes, in addition to spouse, parents, children, brother, sister, and grandparents; also, in-laws of a similar degree of relationship), up to five (5) days of leave allowance may be used per incident. For death or illness in other than the immediate family, up to three (3) days of leave allowance may be used per incident upon approval of the Director of Human Resources.

Section 6.7 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 salary and the fee received for such jury or court duty. Such absence is not deducted from leave allowance.

Section 6.8 Parental Leave. Any employee is eligible for a leave of absence without pay for a period of up to twelve (12) months for parental leave.

The employee shall submit an application for parental leave at least sixty (60) calendar days before such leave is to begin. The sixty (60) day requirement may be waived when an emergency makes such notice impossible. Parental Leave shall commence at a date agreed upon between the Employer and the employee. Failure to return to work upon expiration of a leave of absence shall result in termination of employment. The employee shall be reinstated with no reduction of monthly pay and shall retain all seniority and leave benefits accrued prior to taking the leave of absence.

Section 6.9 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 shall result in termination of employment.

Section 6.10 Union Business Leave. At the beginning of each school year, the HSA shall be granted up to fourteen (14) hours for the purpose of conducting union business. Notification of the leave shall be provided to the Director of Human Resources in advance whenever possible. This leave will not be deducted from an employee's leave balance.

Section 6.11 Religious Observance Leave. Up to three (3) days leave will be granted to an employee for required religious observance. These days will be deducted from the employee's basic leave allowance. This time must be recognized religious holidays and will not be permitted for circumstances where personal alternative attendance options exist. Notification must be submitted in writing to the Human Resources Department at least two (2) weeks prior to the requested leave.

## ARTICLE VII SENIORITY

Section 7.1 Seniority Date. Seniority shall be based upon an employee's continuous and uninterrupted service as a regular employee in the bargaining unit. An approved leave of absence does not constitute an interruption of service. Upon completion of the probationary period, each employee will be assigned a seniority date retroactive to the first day of the probationary period.

Section 7.2 Seniority List. Each year the Employer shall prepare from its records a seniority list and provide a copy to the HSA by December 1. Any employee may challenge the correctness of the information contained in the seniority list by filing a grievance. In the absence of a grievance filed within fifteen (15) calendar days from the date of posting, the posted seniority list will be conclusively deemed correct.

Section 7.3 Layoffs. Layoffs shall be on the basis of seniority. The last employee hired shall be the first laid off. An employee's right to recall shall expire after the earlier of the expiration of a period equal to the employee's length of service prior to layoff, or two (2) years from the date of layoff, whichever occurs first.

ARTICLE VIII

INSURANCE

Section 8.1 Group Insurance Policies. During the term of this Agreement, the Employer will provide all full-time employees the program of group insurance coverage described in this Article. It is understood and agreed that the provisions of this Article are merely descriptive of the coverages provided, and that the eligibility of an employee for benefits shall be governed by the terms of the master insurance contracts in force between the Employer and the insurers providing such coverage.

Section 8.2 Life Insurance. Each full-time employee is eligible to participate in the Employer's group term life insurance program and will be provided \$15,000 of life insurance coverage. The Employer pays the entire premium for such coverage.

Section 8.3 Long Term Disability. Each full-time employee is eligible to participate in the Employer's income protection insurance program. The Employer pays the entire premium for such coverage.

Section 8.4 Hospitalization-Medical Insurance. Employees who can be expected to work a minimum of thirty (30) hours per week throughout the regular school year, as determined by the Director of Human Resources or an employer designee, will be eligible to enroll for Single, Single + One, or Family coverage in the Employer's hospitalization-medical insurance program. The maximum monthly Employer contribution toward the premium for the type of coverage in which an eligible employee is enrolled shall be as follows:

<b>Type of Coverage</b>	<b>Effective 01/01/23</b>	<b>Effective 01/01/25</b>
<b>Single</b>	644.00	696.00
<b>Single + One</b>	1094.00	1,182.00
<b>Family</b>	1412.00	1,525.00

Each employee enrolled in the program shall contribute, through payroll deduction, any excess of the monthly premium over the maximum Employer contribution toward the type of coverage for which such employee is enrolled.

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

Section 8.5 Dental Insurance. Employees who work the minimum number of hours required by the district's dental insurance carrier, may participate in the district's dental program at their own expense.

Section 8.6 Flexible Benefits Plan. Employees covered by this contract shall be eligible to participate in the Flexible Benefits Plan established by the Employer pursuant to Section 125 of the Internal Revenue Code, provided, however, that such employees must meet all other requirements for eligibility set forth in the Plan.

Section 8.7 Retirement. Employees who retire after age fifty-five (55) may elect to maintain participation in the group hospital-major medical and dental programs until such employee's full retirement age as defined by the U.S. Department of Health and Human Services (or earlier death) by paying the full premium costs for such program. The district's benefits administrators will provide a payment schedule.

## ARTICLE IX

### DISCIPLINE AND DISCHARGE

Section 9.1 Probationary Period. New employees shall serve an eight-month probationary period, excluding June, July and August. For purposes of this section, all calendar months are considered equal in terms of days. During the probationary period, the Employer shall have the unqualified right to discharge such employee without assigning any cause therefore and without recourse to the grievance procedure.

Section 9.2 Discipline and Discharge. Discipline or discharge may only be imposed on non-probationary employee for just cause.

Section 9.3 Transfers. Any employee who makes a timely request to transfer will be considered by the Employer for a vacant position within the bargaining unit.

Section 9.4 Involuntary Transfers. The Employer may transfer an employee provided the employee is provided a two- week advance notice. The advance notice is not required in cases of a temporary transfer or of an emergency. The basis for the transfer shall be wholly within the discretion of the Employer and shall not be subject to the grievance procedure.

## ARTICLE X

### GRIEVANCES AND ARBITRATION

Section 10.1 Grievance. A "grievance" is any dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Section 10.2 First Step. Any employee or group of employees with a grievance shall take the matter up with the immediate supervisor within five (5) scheduled working days after becoming aware of the incident giving rise to the grievance. If the parties fail to agree within five (5) scheduled working days, or the immediate supervisor fails to adjust the alleged grievance within two (2) scheduled working days after the grievance is made, the employee may appeal the grievance to the second step.

Section 10.3 Second Step. An employee who is not satisfied with the disposition of the grievance of the first step shall file a written statement of the grievance with the Director of Human Resources within ten (10) scheduled working days after becoming aware of the incident giving rise to the grievance. The written statement must be dated and signed by the employee and/or the exclusive representative and shall set forth the facts and state the provisions of this Agreement alleged to have been violated. If the parties fail to agree or the matter has not been satisfactorily adjusted within five (5) scheduled working days after the grievance has reached the second step, the employee may appeal the grievance to the third step.

Section 10.4 Third Step. An employee who is not satisfied with the disposition of the grievance at the second step shall file a copy of the written statement of the grievance with the Superintendent within ten (10) scheduled working days after the grievance has reached the second step. If the parties fail to agree, or the grievance is not satisfactorily resolved under the procedures of the third step, it shall be submitted to arbitration in accordance with the terms of this Article.

Section 10.5 Submission to Arbitration. The HSA may submit to arbitration any grievance which has been properly processed through the third step of the grievance procedure. The HSA must file with the Superintendent a written notice of intention to arbitrate not more than fifteen (15) scheduled working days after the grievance has reached the third step. If the parties cannot mutually agree on an arbitrator within three (3) scheduled working days after filing the notice of intention to arbitrate, arbitration shall be conducted according to Section 179A.21 of the PELRA.

Section 10.6 Jurisdiction and Authority of Arbitrator. The arbitrator shall have jurisdiction only over those grievances which have been properly submitted to arbitration in accordance with the terms of this Agreement. The arbitrator shall have 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. The decision of the arbitrator shall be subject to all the limitations of arbitration decisions set forth in PELRA. Within these constraints, the decision of the arbitrator shall be final and binding.

Section 10.7 Selection of Remedies. A grievance may only be advanced to step 4 (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.

Section 10.8 Representation. Any employee, supervisor, or the Employer may be represented at any stage of the formal grievance procedure by any person or agent designated by such party to act in the person's behalf.

Section 10.9 Time Limitations. Since it is important that grievances be processed as rapidly as possible, the time limitations specified herein shall be considered as a maximum and every effort will be made to expedite the process. Such time limitations may be extended only by mutual consent.

Failure of an employee or the HSA to comply with the limitations specified shall constitute a waiver of the grievance. Failure of a supervisor or the Employer to act within the time limitations specified shall constitute a denial of the grievance and shall permit the employee or the HSA to proceed to the next stage.

## ARTICLE XI

### DURATION AND RENEGOTIATION OF AGREEMENT

Section 11.1 Term of Agreement. This agreement is effective July 1, 2023, and continues in full force and effect to and including June 30, 2025, and annually thereafter, except as modified or terminated in accordance with the provisions of this Article.

Section 11.2 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.

Section 11.3 Termination of 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, 2025, or at least sixty (60) days but not more than ninety (90) days prior to June 30 of any year thereafter. A notice of desire to modify this Agreement shall set forth proposed modifications sought by the party, and all clauses of this Agreement for which no modification is sought shall be renewed automatically.

Section 11.4 Negotiations During Term. The parties mutually acknowledge that during the negotiations which 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 HSA each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Agreement, even though such matters may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.

ARTICLE XII  
DOCUMENT AUTHORIZATION

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

INDEPENDENT SCHOOL DISTRICT  
NO. 273

HEALTH SERVICE ASSOCIATE  
ORGANIZATION

\_\_\_\_\_  
Board Chairperson

\_\_\_\_\_  
HSA President

\_\_\_\_\_  
Board Clerk

\_\_\_\_\_  
Lead Negotiator

Dated this \_\_\_\_ day of February, 2024.

Dated this \_\_\_\_ day of February, 2024.

V. **Leadership and Committee Updates**

VI. **Superintendent Updates**

VII. **Adjournment**