Special Meeting

Monday, February 23, 2026 5:00 PM
ECC 349 and Virtual, 5701 Normandale Road, Edina, MN 55424

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

II. **Approval of Agenda**

School Board Special Meeting
Monday, February 23, 2026; 5:00 PM
ECC Room 349 and Virtual

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

II. **Approval of Agenda**

III. **Action**
   A. Employment Agreement for Superintendent Dr. Daniel Bittman

IV. **Adjournment**

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

III. **Action**

III.A. Employment Agreement for Superintendent Dr. Daniel Bittman

Edina Public Schools
DEFINING EXCELLENCE

Board Meeting Date: 2/23/26

Title: Employment Agreement for Superintendent Dr. Daniel Bittman

Type: Action

Presenter: Board Governance Committee

Description: On January 8, 2026, Edina School Board voted to enter into employment contract negotiations with Dr. Daniel Bittman. His interim contract expires on June 30, 2026. The new contract will be for the three year time period beginning July 1, 2026, and ending June 30, 2029. The contract being voted on tonight has been negotiated over the past six weeks, and represents the due diligence of the Board, district staff, and a jointly bargained compromise of terms. The current terms of the contract have been approved by Dr. Bittman, and have been reviewed thoroughly by district legal counsel and the Board's Governance Committee. All financial modeling has been completed to ensure the contract is fiscally feasible and adheres to the Board's fiduciary responsibility.

Background Information: Whenever a district negotiates a superintendent contract, it provides an opportunity to benchmark the current contract against the individual's skill set, experience and situation as well as comparable districts in the market. Given Dr. Bittman's 15 years of experience as a superintendent and in looking at a review of superintendent salaries in the Lake Conference and around the state, the Governance Committee determined that our current contract is comparably less than what other like districts are offering and not competitive. Some relevant data points include:

- The 2026-2027 base salary of Edina's predecessor contract was scheduled to be $266,298. When comparing Edina's predecessor's 2026-2027 base salary to comparable districts, we find base salaries of:
    - Eden Prairie Superintendent: $285,803;
    - Minnetonka Superintendent: $298,910;
    - Wayzata Superintendent: $295,000*
      *Wayzata's figure from Superintendent vacancy brochure
    - Edina's current base salary is 10.12% below other comparable districts.

- When considering superintendent salaries and contracts we need to look at the total package, not just the base salary to fairly compare.

  Some superintendent contracts include various categories of cash or cash-equivalent forms of compensation that add to the base salary, making the potential total payout significantly higher than the base salary being offered. Examples of this can include: annual pay out for vacation and sick leave, longevity bonus, performance bonus. Edina has historically not structured their contracts this way. When comparing Edina's predecessor's 2026-2027 total contract to the above mentioned Lake Conference comparable districts we find:
    - Edina's total contract package ranges 26.3%-72.5% below comparable Lake Conference districts, with the average being 49% below these districts.
    - We currently rank last (4 of 4) in Superintendent total contract package when we compare to our benchmark Lake Conference districts.

  *As stated above, Wayzata is conducting a Superintendent Search so does not currently have board-approved, comparable data for 2026-27, but their 2025-2026 data is included in this percentage spread.

- To help explain this structuring difference, we need to provide context of comparable districts. These examples help to showcase the different structures of contract but don't completely capture the difference due to the reality that how these categories are structured can vary by district (i.e. health insurance and retirement benefits).

  Sample Comparable District Total Contract: Base Salary + Performance Incentive + Annual Vacation Payout + Annual Sick Payout.
  Base - $292,000, Bonuses - $108,000; Total compensation - $400,000

  Edina Public Schools: Base Salary + Technology Allowance.
  Base-$364,000, Technology Allowance-$400; Total Compensation- $364,400.

- In analyzing compensation models, the Governance Committee discussed the advantages and disadvantages of adding the compensation through supplemental categories versus incorporating compensation into the base salary. Ultimately the Governance Committee determined that by adding the increase in compensation into the base salary, the contract is more transparent and better reflects the market demand for an experienced superintendent. The Governance Committee fully understands that this approach is different than is sometimes done in other districts and may lead to inaccurate comparisons being made when looking at other superintendent contracts without doing a true apples to apples comparison.

- Another factor the Governance Committee was cognizant about during negotiations was to avoid adding categories or benefits to this contract that would set a precedent for future superintendent contracts.

- Due to the additional 15 years of superintendent experience that Dr. Bittman has compared with his predecessor and the knowledge that we were on average 49% below our comparable Lake Conference districts, there is a recommended 36.7% adjustment to the base salary and a 40.1% total package increase for the 2026-2029 contract.

- Dr. Bittman's new base salary for all three years will be $364,000.
- This contract increase represents a .06% increase to the total district budget for next year.
- This increase is a reflection of the executive leadership experience Dr. Bittman brings to the role coupled with bringing the total compensation package to market level.

This increase will ensure Dr. Bittman's salary is comparable to other Lake Conference superintendents. If approved, this contract will put us as:

- 3rd or 4th among the four districts referenced in this document, and,
- on average, 6.02% less than the total contracts of those districts.
  *Final numbers are dependent on how Wayzata settles their pending contract.

The Governance Committee believes this investment is critical to the health, stability and future success of Edina Public Schools. High-performing experienced superintendents are in demand and superintendent leadership is foundational to district performance, strategic implementation, staff retention, and community trust. We recognize both the demands and complexity of the role as well as the Board and community expectations that come along with holding the role of Edina Public Schools Superintendent.

Recommendation: The board reviews and approves the attached contract.

Attachment(s): 2026-2029 Superintendent Contract for Dr. Daniel Bittman

EMPLOYMENT AGREEMENT FOR SUPERINTENDENT OF SCHOOLS

The School Board of Independent School District No. 273, Edina Public School (“District”) enters into this Employment Agreement (“Agreement”) with Dr. Daniel Bittman (“Superintendent”), a legally qualified and licensed superintendent, who agrees to perform the duties of superintendent for the District.

The District and Superintendent intend that all terms and conditions of the Superintendent's employment in the position of Superintendent are governed solely by this Agreement. This Agreement is entered into between the District and Superintendent in conformance with Minn. Stat. §123B.143, subd.1. The District and Superintendent agree as follows:

I. LICENSURE AND DUTIES

A. The Superintendent must hold throughout the life of this Agreement a valid and appropriate license to perform duties as a superintendent in the State of Minnesota.

B. The Superintendent has charge of the administration of the schools and district under the direction of the School Board. The Superintendent is the chief executive officer of the District. As its chief executive officer, the Superintendent's duties include, but are not limited to: (1) directing and assigning all district employees under the Superintendent's supervision; (2) selecting, and structuring the administrative and supervisory employees, including instructional and operational, as serves the District, subject to the approval of the School Board; (3) suggesting district policies to the School Board; (4) serving as an ex-officio member of the School Board and a member on all School Board committees; (5) providing administrative recommendations on items before the School Board and its committees; (6) performing all duties incident to the office of the Superintendent; and (7) other duties as prescribed by the School Board. The Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings.

C. The Superintendent must comply with all state laws, federal laws, and district policies, as established by the entity and as may be established or amended by the entity.

D. Attendance is an essential job function of the position of the superintendent.

E. The position of the superintendent has exempt status under the Fair Labor Standards Act.

II. DURATION, EXPIRATION, TERMINATION, AND CONTINGENCY

A. **Term**. This Agreement is for a term of three years, commencing July 1, 2026 and ending June 30, 2029. This Agreement remains in full force and effect unless modified in writing by mutual consent of the School Board and the Superintendent, or unless terminated as provided herein.

B. **Subsequent Contract**. The School Board will take action to determine and notify the Superintendent whether to offer the Superintendent a subsequent contract by October 1 of the contract year in which the Superintendent will conclude his service.

C. **Expiration**. This Agreement expires at the end of the term specified in Paragraph A hereof. At the conclusion of its term, neither party has any further claim against the other, and the District's employment of the Superintendent ceases, unless a subsequent Agreement is entered into by the parties, in accordance with Minnesota law.

D. **Termination during the Term of the Agreement.**

1. **Termination for Cause**. The Superintendent's employment may be terminated during the term of this Agreement only for cause, as defined in Minn. Stat. § 122A.40, subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of Minn. Stat. § 122A.40 are not applicable to the Superintendent's contract, except as required therein. If the School Board proposes to terminate the Superintendent during the Agreement term for cause as described in Minn. Stat. § 122A.40, subds. 9 or 13, it shall notify the Superintendent in writing of the proposed grounds for termination. The Superintendent shall be entitled to a hearing before an arbitrator, providing the Superintendent makes such a request in writing within 15 calendar days after receipt of the written notice of the proposed termination. In such an event, the parties will jointly petition the Bureau of Mediation Services ("BMS") for a list of 5 arbitrators. The parties select the arbitrator through the normal striking process as provided by BMS rules. The arbitrator conducts the hearing under normal arbitration procedure rules and issues a written decision. The arbitrator's decision is final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The Superintendent may be suspended with or without pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided herein within the 15-calendar day period, it shall be deemed by acquiescence by the Superintendent to the School Board's proposed action and the proposed action shall become final on such date as

determined by the School Board, and the Superintendent has no further claim or recourse.

2. **Termination by the Superintendent**. If the Superintendent wishes to resign prior to the end of the term of this Agreement, the Superintendent must notify the School Board Governance Committee of the intent to resign by October 1 of the contract year in which he plans to complete and resign. These notification timelines may be waived by the School Board in its sole discretion. After providing such notice, the Superintendent must continue to provide full efforts to execute the duties of the position.

3. **Termination by Mutual Consent.** This Agreement may be terminated at any time by Mutual Consent.

E. **Contingency**. Since this Agreement is a subsequent Agreement entered into prior to the completion of an existing Agreement, this Agreement is contingent upon the Superintendent completing the terms of the existing Agreement.

III. LEAVES, VACATIONS, AND DUTY YEAR

A. **Duty Year**. The Superintendent's duty year is for the twelve-month duty year. The Superintendent performs services on those legal holidays on which the District is authorized to conduct school/business if the School Board so determines. The Superintendent remains on duty during any emergency, natural or unnatural, unless otherwise excused by the Chairperson of the School Board.

B. **Holidays**. The Superintendent is entitled to those paid holidays each contract year as designated by the School Board, except as modified by Paragraph A hereof.

C. **Vacation**. The Superintendent shall be credited with thirty five (35) days of paid vacation on July 1 of each contract year (July 1 - June 30). The Superintendent shall notify the School Board Chair in advance of scheduled vacation and record vacation in accordance with District practices. The Superintendent shall obtain prior approval from the Chairperson of the School Board before taking more than five (5) consecutive days of paid vacation unless the vacation days are being utilized during a leave taken pursuant to the Family Medical Leave Act (“FMLA”). The Superintendent may carry a maximum of fifteen (15) days of unused vacation forward into the first six (6) months of the next contract year, subject to the provisions of the following paragraph.

At the conclusion of the Superintendent's employment with the District, the District will pay the Superintendent for earned, unused vacation days, not to exceed thirty (30) vacation days, at the Superintendent's daily rate of pay.

D. **Basic Leave Allowance**. The Superintendent receives an annual paid basic Leave allowance of eighteen (18) days per contract year. Basic leave days may be used for the Superintendent's illness or injury, or other reasons enumerated below. Upon the conclusion of the Superintendent's employment for any reason, accrued and unused basic leave days are forfeited by the Superintendent and are not paid out by the District. The Superintendent will request approval of basic leave days by the Chairperson of the School Board and record basic leave in accordance with District practices.

The Superintendent will receive a one-time basic leave allowance of thirty-five (35) days in addition to the amount granted annually. Basic leave allowance is granted each contract year, provided that the Superintendent has served for a minimum of twenty (20) business days within the contract year. If the Superintendent is hired mid-year or leaves mid-year, the basic leave allowance will be prorated. Leave not used during the contract year may accumulate without limit, subject to the provisions of the following paragraph.

1. **Family Illness Leave**. The Superintendent may use basic leave allowance provided for absences due to an illness or injury to the Superintendent's family member for reasonable periods as the Superintendent's attendance with the family member may be necessary, as allowed by law. For absence because of illness in the family, the Superintendent may deduct a reasonable number of days per incident from accumulated basic leave at no salary deduction.

2. **Bereavement Leave**. The Superintendent shall be granted bereavement leave for a death within the immediate and close family, as well as close, personal friends. The time utilized shall be in a reasonable amount and shall be determined after conferring with the Chairperson of the School Board. Days utilized for such bereavement leave shall not be deducted from accrued sick leave. Reasonability is determined by the School Board Chair in consultation with the Governance Committee.

3. **Personal Business Leave**. For absence required for the transaction of personal business that cannot be completed outside normal work hours, up to four days during a duty year may be deducted from accumulated basic leave. Requests for personal business leave must be submitted to the Chairperson of the School Board.

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

F. **Jury Duty**. If the Superintendent is called for jury duty, the Superintendent will be compensated for the difference between regular pay and pay received for the performance of such an obligation.

G. **Workers’ Compensation**. In accordance with Minnesota Statutes, Chapter 176, if the Superintendent is injured while performing duties for the District and qualifies for workers' compensation benefits, the Superintendent may draw from accumulated basic leave in order to make up the difference between the Superintendent's salary and the workers’ compensation insurance payments the Superintendent receives. The District will continue to provide benefits during the period of the Superintendent’s receipt of worker’s compensation benefits as were provided prior to the workers’ compensation benefit.

H. **Military Leave**. Military leave shall be granted pursuant to applicable law.

I. **Emergency Leave**. Emergency leave may be granted at the discretion of the the Chairperson of the School Board. Leave beyond five (5) business days requires approval from the School Board.

IV. INSURANCE BENEFITS

The District provides its employees, including its Superintendent, with health and welfare benefits as described below. It is understood that the provisions described are general statements of the coverages provided and that the eligibility of the Superintendent for benefits is governed by the terms of the master insurance contracts between the District and the insurers providing coverage.

A. **Health Insurance**. The District will provide the Superintendent with full reimbursement for family coverage health insurance. At the discretion of the Superintendent, such premium contributions may be elected in the form of salary compensation.

B. **Dental Insurance**. The District will fully reimburse the Superintendent for family coverage dental insurance. At the discretion of the Superintendent, such premium contributions may be elected in the form of salary compensation.

C. **Life Insurance Benefit**. The Superintendent is eligible for basic group term life insurance coverage in whole thousands to an amount equal to three times the whole number of thousands of the Superintendent's basic annual salary. The District pays the entire premium for this coverage.

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

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

V. OTHER BENEFITS

A. **Tax-Deferred Matching Contribution Plan, 403(b) and/or 457 Contribution**. The Superintendent will be eligible to participate in a tax sheltered annuity plan through payroll deduction in accordance with state and federal law, and School District policy.

The School District will contribute up to three (3) percent of the Superintendent's annual base salary to such tax sheltered annuity on an annual basis when the contribution is matched by the Superintendent. If in any calendar year the tax-deferred matching contribution the Superintendent is eligible for exceeds the amount provided by state or federal law, the difference shall be paid to the Superintendent in a lump sum payment.

B. **Post-Retirement Health Care; Contribution to Health Reimbursement Account ("HRA")**.

1. The District makes a $2,500 annual contribution into an HRA.

2. The District retains control of any HRA contributions on behalf of the Superintendent until those funds have vested. The District remains responsible to invest any funds and pay associated fees until the funds vest with the Superintendent, at which point those responsibilities are transferred to the Superintendent.

3. HRA contributions vest with the Superintendent immediately.

4. The District deposits the contribution into the Superintendent's HRA by June 30 of the completed year of service.

5. In lieu of an HRA, the Superintendent may elect and receive $2,500 per year in the form of salary compensation.

6. The District makes no contributions to the HRA after the Superintendent ceases to be employed by the District.

C. **Professional and Civic Organizations**. The District recognizes the importance of the Superintendent's attendance and participation in professional growth and civic organizations where such membership will serve the best interests of the District. The Superintendent is encouraged to regularly attend appropriate professional meetings at the local, state, and national level as required, and consistent with the adopted budget.

When the District requests the Superintendent to belong to a professional or civic organization, the District will pay said fee for membership.

The District will reimburse the Superintendent for necessary expenses incurred while attending authorized meetings representing the interests of the district.The Superintendent shall present appropriate statements for approval.

D. **Auto Allowance**. The District shall pay the Superintendent a monthly allowance of $ 900 for the use of the Superintendent's personal automobile in the performance of the Superintendent's duties in the position of Superintendent, pursuant to the Minn. Stat. § 471.665, subd. 3.

E. **Longevity.** The Superintendent shall receive longevity incentive compensation, at his daily rate of pay, annually as outlined in this Agreement. Said compensation will be equal to the number of days identified in the chart below and paid in accordance with the District's payroll practices in equal installments throughout the year.

Year	Compensation
2026-27	0 Days
2027-28	1 Day
2028-29	2 Days

G. **Outside Activities**. While the Superintendent will devote full time and due diligence to the affairs and the activities of the District, the Superintendent may also serve as a consultant to other school districts or educational agencies. lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the Board Chair in consultation with the School Board Governance Committee, such activities do not impede the Superintendent's ability to perform the duties of the superintendent.

H. I**ndemnification and Provision of Counsel**. In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with the Superintendent's employment, and the Superintendent is acting within the scope of employment, the District will defend and indemnify the Superintendent to the extent provided by law. Indemnification, as provided in this section, does not apply in the case of malfeasance in office, willful neglect of duty, or bad faith. The District's obligation to defend and indemnify the Superintendent is subject to the limitations stated in Minnesota Statutes, Chapter 466 and its interpretations.

I. **Technology Allowance**. The Superintendent will receive a four hundred dollar technology allowance annually, which shall be added to the Superintendent's salary.

VI. SALARY

The Superintendent shall be paid an annual base salary of $364,000. This annual salary may be modified by action of the School Board, but not reduced, during the term of the Agreement. The salary is paid in accordance with the District's payroll practices in equal installments throughout the year.

VII. DAILY RATE of PAY

Whenever it is necessary to calculate the Superintendent's daily rate of pay for purposes of this Agreement, such rates are determined by dividing the Superintendent's annual base salary by the divisor of 214.

VIII. EVALUATION

The Superintendent's work objectives and evaluation instrument used for the contract year will be developed and agreed upon by the School Board no later than the start of the new school year. In December and June of each contract year, the School Board will review the Superintendent's performance based upon the work objectives, evaluation instrument, and general job duties.

The December evaluation is informal and advisory only. The June evaluation is formal and becomes part of the Superintendent's personnel record. After completion of the June evaluation, the School Board will provide a written report to the Superintendent. The written report will include areas of success and recommendations for improvement in areas in which the School Board deems the Superintendent's performance to be unsatisfactory. The School Board and Superintendent may alter the procedures and frequency for evaluation mutually by subsequent written agreement.

IX. ENTIRE AGREEMENT, WAIVER, AND SEVERABILITY

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

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

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

For Superintendent	For Independent School District 273
______________________________	______________________________
Dr. Daniel Bittman	School Board Chair
________________	________________
Date	Date

February 23rd, 2026

IV. **Adjournment**