

#### School Board Regular Meeting Monday, November 16, 2020; 7:00 PM Virtual and in-Person at ECC 306, 5701 Normandale Road, Edina

- I. Determination of Quorum and Call to Order
- II. Approval of Agenda
- III. Excellence in Action
- IV. Hearing from Members of the Public

#### V. Consent Agenda

- A. Minutes
  - October 12, 2020 work session
  - October 12, 2020 regular meeting
  - October 22, 2020 special meeting
  - October 27, 2020 work session
  - November 10, 2020 special meeting
- B. Personnel Recommendations
- C. CES Hourly Employees Guidebook (walked in)
- D. Non-Affiliated Employees Guidebook (walked in)
- E. Expenditures Payable, October, 2020
- F. Agreement with City of Edina Braemar Facilities
- G. Agreement with HumanEdge Staffing Services
- H. Agreement with West Metro Educational Services
- I. Commendation National Merit Program Students

#### VI. Reports / Discussion

A. Technology Levy Update

**Description**: The 2020-21 school year marks the end of the ten-year technology levy. The funds from this levy allowed the district to upgrade technology and infuse technology into our instructional practices.

**Presenter(s)**: John Toop, Director of Business Services; Steve Buettner, Director of District Media and Technology Services

- B. Policy Review Rapid (424)
   <u>Description</u>: This policy was reviewed with an eye toward clarity and alignment with District practice and state and federal statutes and has minimal suggested edits.
   <u>Presenter(s)</u>: Board Policy Committee
- C. Policy Review (406, 423)
   <u>Description</u>: These policies were reviewed with an eye toward clarity and alignment with District practice and state and federal statutes.

   <u>Presenter(s)</u>: Board Policy Committee

#### VII. Action

A. Science Curriculum Adoption

**Description**: This report includes information about the new Science standards the Minnesota Department of Education has passed into statute and the recommended adjustments for implementation that MDE has created. It also includes a summary of the Middle Level Science Design Team process, including the experience of piloting Science curriculum materials at the middle level and the decision-making process that has led to the recommendation to adopt the Amplify Science curriculum for use in Edina in grades 6-8.

**<u>Presenter</u>**: Jody De St. Hubert, Director of Teaching and Learning **<u>Recommendation</u>**: Approve the adoption of the Amplify Science Curriculum in grades 6 to 8.

B. Policy Review (411, 412, 418, 419, 421, 622, 808)
 <u>Description</u>: These policies were reviewed with an eye toward clarity and alignment with District practice and state and federal statutes.

 <u>Presenters</u>: Board Policy Committee
 <u>Recommendation</u>: Accept the revised policies as presented.

#### VIII. Leadership and Committee Updates

#### IX. Information

- A. Enrollment Report Mobility 110120
- B. Enrollment Report November 2020
- C. Budget in Progress Report
- D. Community Education Enrichment Report

#### INDEPENDENT SCHOOL DISTRICT 273 OFFICIAL MINUTES OF THE VIRTUAL AND IN PERSON WORK SESSION OF OCTOBER 12, 2020

# HYBRID WORK SESSION 5:00 PM

Edina Community Center 5701 Normandale Road Room 306 and Remote Locations

# SCHOOL BOARD MEMBERS PRESENT:

Ms. Erica Allenburg Mr. Matthew Fox Ms. Julie Greene Ms. Ellen Jones (attended remotely) Mr. Owen Michaelson Ms. Janie Shaw Mr. Leny Wallen-Friedman (attended remotely)

PRESIDING OFFICER: Chair Erica Allenburg

5:00 PM – 6.50 PM

ADMINISTRATIVE STAFF PRESENT:

Dr. John W. Schultz, Superintendent Dr. Randy Smasal, Assistant Superintendent (attended remotely) Steve Buettner, Director of District Media and Technology Services (attended remotely)

CERTIFIED CORRECT:

CERTIFIED CORRECT:

Ms. Erica Allenburg, Chair

Ms. Ellen Jones, Clerk

ABSENT:

### (Official Publication) MINUTES OF THE HYBRID WORK SESSION OF THE SCHOOL BOARD DISTRICT 273 EDINA, MINNESOTA OCTOBER 12, 2020

5:00 PM Chair Allenburg called to order the work session of the School Board. All Members and staff participated remotely unless otherwise noted. Members present: Allenburg (in person), Fox (in person), Greene (in person), Jones, Michaelson (in person), Shaw (in person), Wallen-Friedman. Staff present: Schultz (in person), Smasal, Buettner. Guest: Nick Kelley, Assistant Public Health Administrator, City of Bloomington.

# **DISCUSSION**

- A. Learning Models Review
- B. Technology Initiatives and the Strategic Plan

The meeting was adjourned at 6:50 PM. The minutes and resolutions are open to public inspection on the district website, and on file at the district office, 5701 Normandale Road.

Ms. Erica Allenburg, Chair

Ms. Ellen Jones, Clerk

#### OFFICIAL MINUTES OF SCHOOL BOARD'S OCTOBER 12, 2020 WORK SESSION

5:00 PM Chair Allenburg called to order the work session of the School Board. All Members and staff participated remotely unless otherwise noted. Members present: Allenburg (in person), Fox (in person), Greene (in person), Jones, Michaelson (in person), Shaw (in person), Wallen-Friedman. Staff present: Schultz (in person), Smasal, Buettner. Guest: Nick Kelley, Assistant Public Health Administrator, City of Bloomington.

#### **DISCUSSION**

<u>Learning Models Review</u>: Superintendent Schultz and Assistant Superintendent Smasal were joined by Chair Allenburg in providing an overview of the framework for collecting data to use to make the decision to turn to a different learning model. Mr. Kelley provided additional information regarding data collection.

<u>Technology Initiatives and the Strategic Plan</u>: Director Buettner provided an overview of the action work being conducted around the Strategic Plan's Strategy C, Foster Positive Learning Environments and Whole Student Support.

At 6:50 PM, there being no objection, Chair Allenburg adjourned the meeting.

# INDEPENDENT SCHOOL DISTRICT 273 OFFICIAL MINUTES OF THE HYBRID REGULAR MEETING OF OCTOBER 12, 2020

HYBRID REGULAR MEETING 7:00 PM Edina Community Center 5701 Normandale Road District Office Conference Room and Remote Locations

# SCHOOL BOARD MEMBERS PRESENT:

ABSENT:

Ms. Erica Allenburg Mr. Matthew Fox Ms. Julie Greene Ms. Ellen Jones (attended remotely) Mr. Owen Michaelson Ms. Janie Shaw Mr. Leny Wallen-Friedman (attended remotely)

PRESIDING OFFICER: Chair Erica Allenburg

7:07 PM - 9:45 PM

# ADMINISTRATIVE STAFF PRESENT:

Dr. John W. Schultz, Superintendent

Dr. Randy Smasal, Assistant Superintendent (attended remotely) Steve Buettner, Director of District Media and Technology Services (attended remotely) Valerie Burke, Director of Community Education Services (attended remotely) Jody De St. Hubert, Director of Teaching and Learning (attended remotely) Jeff Jorgensen, Director of Student Support Services (attended remotely) John Toop, Director of Business Services (attended remotely) Nicole Tuescher, Director of Human Resources and Admin Services (attended remotely) Mary Woitte, Director of Communications (attended remotely) Leah Byrd, Co-Coordinator for Early Learning Center (attended remotely)

CERTIFIED CORRECT:

CERTIFIED CORRECT:

Ms. Erica Allenburg, Chair

Ms. Ellen Jones, Clerk

### (Official Publication) MINUTES OF THE REGULAR MEETING OF THE SCHOOL BOARD DISTRICT 273 EDINA, MINNESOTA OCTOBER 12, 2020

7:07 PM Chair Allenburg called to order the regular meeting of the School Board. All Members and staff participated remotely unless otherwise indicated. Members present: Allenburg (in person), Fox (in person), Greene (in person), Jones, Michaelson (in person), Shaw (in person), Wallen-Friedman. Staff present: Schultz (in person), Buettner, Burke, De St. Hubert, Jorgensen, Smasal, Toop, Tuescher, Woitte; Byrd. Guest: Jodie Zesbaugh, Ehlers & Associates.

# APPROVAL OF AGENDA BY UNANIMOUS ROLL CALL VOTE

EXCELLENCE IN ACTION – Valley View Middle School WEB Program

HEARING FROM MEMBERS OF THE PUBLIC - Reading Community Input

# AGENDA MODIFICATION

#### CONSENT ITEMS APPROVED BY UNANIMOUS ROLL CALL VOTE

- A. Minutes: 9/14/20 Special Meeting; 9/14/20 Regular Meeting; 9/22/20 Special Meeting
- B. Personnel Recommendations
- C. SAC Guidebook
- D. Expenditures Payable September 2020
- E. ERC Program Transfer
- F. CVP Program Transfer
- G. Student Support Services Agreements: Accra Consumer Choice; Bayada Home Health Care; Panorama Education

#### ACTION ITEMS APPROVED BY MAJORITY ROLL CALL VOTE

- A. Student Support Services Agreement: Panorama Education
- B. Minutes: 9/14/20 Regular Meeting

#### REPORTS AND DISCUSSION ITEMS

- A. Learning Models Review
- B. Early Learning Program Report, 2020-21
- C. Policy Review Rapid 418, 622
- D. Policy Review 411, 412, 419, 421, 808

# ACTION ITEMS APPROVED BY UNANIMOUS ROLL CALL VOTE

- A. Ratifying General Obligation Alt Facility Refunding Bonds
- B. Policy Review Rapid 407, 408

The meeting adjourned at 9:45 PM. The minutes and resolutions are open to public inspection on the district website, and on file at the district office, 5701 Normandale Road.

#### OFFICIAL MINUTES OF SCHOOL BOARD'S OCTOBER 12, 2020 REGULAR MEETING

7:07 PM Chair Allenburg called to order the regular meeting of the School Board. All Members and staff participated remotely unless otherwise indicated. Members present: Allenburg (in person), Fox (in person), Greene (in person), Jones, Michaelson (in person), Shaw (in person), Wallen-Friedman. Staff present: Schultz (in person), Buettner, Burke, De St. Hubert, Jorgensen, Smasal, Toop, Tuescher, Woitte; Byrd. Guest: Jodie Zesbaugh, Ehlers & Associates.

### APPROVAL OF AGENDA BY UNANIMOUS ROLL CALL VOTE

Member Wallen-Friedman moved and Member Fox seconded to approve the meeting agenda. All Members voted Aye by roll call vote.

# **EXCELLENCE IN ACTION**

Valley View Middle School advisors Katie Higgins and Gretchen Brandt were joined by students Indra Khariwala and Ruhi Kurdikar, in providing an overview of the District middle schools' WEB (Where Everybody Belongs) program. The program is simultaneously an orientation and transition program for 6<sup>th</sup> graders, and leadership program for 8<sup>th</sup> graders.

# READING OF COMMUNITY INPUT

Director Toop read three representative emails from community parents regarding the District's learning model for first graders.

#### AGENDA MODIFICATION

Member Wallen-Friedman requested removal of the Panorama Education agreement from the consent agenda. Member Jones requested removal of the September 14, 2020 regular meeting minutes from the consent agenda.

# CONSENT ITEMS APPROVED BY UNANIMOUS ROLL CALL VOTE

Member Wallen-Friedman moved and Member Shaw seconded to approve the modified consent agenda. All Members voted Aye by roll call vote. The resolutions were:

- A. Minutes: 9/14/20 Special Meeting; 9/14/20 Regular Meeting; 9/22/20 Special Meeting
- B. Personnel Recommendations
- C. SAC Guidebook
- D. Expenditures Payable September 2020
- E. ERC Program Transfer
- F. CVP Program Transfer
- G. Student Support Services Agreements: Accra Consumer Choice; Bayada Home Health Care; Panorama Education

# ACTION ITEMS APPROVED BY MAJORITY ROLL CALL VOTE

<u>Student Support Services Agreement: Panorama Education</u>: Member Shaw moved and Member Fox seconded to approve the motion. Members Allenburg, Fox, Greene, Jones, Michaelson and Shaw voted Aye by roll call vote. Member Wallen-Friedman abstained. Motion passed.

<u>Comments</u>: Director Jorgensen provided additional details on the nature of the data collection to be done by Panorama Education.

<u>Minutes: 9/14/20 Regular Meeting</u>: Member Wallen-Friedman moved and Member Shaw seconded to approve the motion. Members Allenburg, Fox, Greene, Shaw and Wallen-Friedman voted Aye by roll call vote. Members Jones and Michaelson voted Nay by roll call vote. Motion passed.

<u>Comments</u>: Member Jones asked to amend the minutes to include the full description of her walked-in motion from the September 14, 2020 meeting. As noted by Member Wallen-Friedman at the end of this meeting, the walked-in language was added directly to the agenda at the conclusion of the September 14 meeting. The minutes were approved as presented.

# REPORTS AND DISCUSSION ITEMS

Learning Models Review: Superintendent Schultz led a review of the District's data and information framework to be used in considering a change to a different learning model (Face to Face, Hybrid, EVA), a topic discussed in depth at the work session immediately prior to this meeting. The plan consists of gathering data on the four key elements of safety, teaching and learning, social/emotional support and sustainability, and balancing the needs of all stakeholders while focusing on the learning needs of all students. Board discussion touched on timelines; ventilation; community transmission data; MDH-required community notice; clear and consistent communication expectations, protocols and delivery; and the distinction between data being used to make the decision and all other data being collected.

<u>Early Learning Program Report, 2020-21</u>: Director Burke and Coordinator Byrd presented an overview of the history, current state, and future of the Early Learning program. Ms. Byrd noted that the program is and has always has been registration based, in that what can be offered is dictated by the number of people who sign up. Board discussion touched on integrating EL programs into school sites; interventions and ECSE; cross-training; what is currently offered; outreach and partnerships; and maximizing available space.

<u>Policy Review – Rapid</u>: Member Michaelson presented minimally-revised policies 418 - Alcohol-Drug-Free Environment; and 622 - Copyright Policy. No changes were recommended, and all will move forward for action at the next regular meeting.

<u>Policy Review</u>: Member Michaelson presented policies 411 – Hiring Procedures; 412 – Resignation, Layoff, Termination or Nonrenewal of an Employee; 419 – Tobacco-Free Environment; 421 – Gifts to Employees; and 808 – Naming Facilities and Educational Programs. A few language edits were suggested for 808, and all will move forward for action at the next regular meeting.

# ACTION ITEMS APPROVED BY UNANIMOUS ROLL CALL VOTE

<u>Ratifying General Obligation Alternative Facility Refunding Bonds</u>: Member Wallen-Friedman moved and Member Fox seconded to approve the motion. All members voted Aye by roll call vote.

<u>Comments</u>: Director Toop and Jodie Zesbaugh of Ehlers & Associates noted that Moody's reaffirmed the District's AAA rating; and that the six bids resulted in excellent results, with approximately \$750,000 in direct savings to District taxpayers. Member Fox acknowledged the high caliber work of the financial team. Member Wallen-Friedman amended the motion to include the following language supplied by Ehlers: "Resolution relating to \$9,085,000 general obligation alternative facilities refunding bonds, series 2020A; ratifying the award of sale, prescribing the form and details and providing for the payment thereof. Be it resolved by the School Board of Independent School District No. 273 (Edina, Minnesota), as follows."

<u>Policy Review - Rapid</u>: Member Wallen-Friedman moved and Member Shaw seconded to approve the committee-suggested revisions to Policies 407 – Employee Right to Know - Exposure to Hazardous Substances; and 408 – Litigation Involving or Subpoena of a School District Employee. All members voted Aye by roll call vote.

Member Wallen-Friedman noted that the complete wording of Member Jones' walked-in motion is included with the September 14, 2020 agenda.

Chair Allenburg noted the Board is making plans for a work session in February to discuss lowering the achievement gap with other districts who have had success in this area. The Board Teaching & Learning Committee will begin the search for peer districts to work with.

Member Michaelson asked about the annual hearing on the World's Best Workforce. Information and direction is still needed from the State before the District can proceed.

The Board plans to discuss enrollment at their October 27 work session, and schedule an additional work session on October 22.

At 9:45 PM, there being no objection, Chair Allenburg adjourned the meeting.

### INDEPENDENT SCHOOL DISTRICT 273 OFFICIAL MINUTES OF THE VIRTUAL SPECIAL MEETING OF OCTOBER 22, 2020

SPECIAL MEETING 5:30 PM

Edina Community Center 5701 Normandale Road Remote Locations

#### SCHOOL BOARD MEMBERS PRESENT:

Ms. Erica Allenburg Mr. Matthew Fox (attended remotely) Ms. Julie Greene Ms. Ellen Jones (attended remotely) Mr. Owen Michaelson Ms. Janie Shaw Mr. Leny Wallen-Friedman (attended remotely)

PRESIDING OFFICER: Chair Erica Allenburg

5:30 PM - 7:48 PM

ADMINISTRATIVE STAFF PRESENT:

Dr. John W. Schultz, Superintendent

Dr. Randy Smasal, Assistant Superintendent (attended remotely) Steve Buettner, Director of District Media and Technology Services (attended remotely) Jody De St. Hubert, Director of Teaching and Learning (attended remotely) Jeff Jorgensen, Director of Student Support Services (attended remotely) Donna Roper, Director of Research and Development (attended remotely) John Toop, Director of Business Services (attended remotely) Nicole Tuescher, Director of Human Resources and Admin Services (attended remotely) Mary Woitte, Director of Communications (attended remotely)

CERTIFIED CORRECT:

CERTIFIED CORRECT:

Ms. Erica Allenburg, Chair

Ms. Ellen Jones, Clerk

ABSENT:

## (Official Publication) MINUTES OF THE VIRTUAL SPECIAL MEETING OF THE SCHOOL BOARD DISTRICT 273 EDINA, MINNESOTA OCTOBER 22, 2020

5:30 PM Chair Allenburg called to order the special meeting of the School Board. All Members and staff participated remotely unless otherwise noted. Members present: Allenburg (in person), Fox, Greene (in person), Jones, Michaelson (in person), Shaw (in person), Wallen-Friedman. Staff present: Schultz (in person), Smasal, Buettner, De St. Hubert, Jorgensen, Roper, Toop, Tuescher, Woitte; Mary Heiman, Health Services Coordinator; Dr. Bonnie Houck, Instructional Supervisor for Literacy.

# AGENDA MODIFICATION

# CONSENT ITEM

A. Employee Health Insurance Renewal

B. Panorama Education Contract Amendment

#### ACTION ITEM

A. Panorama Education Contract Amendment

# **REPORTS / DISCUSSION ITEMS**

- A. Learning Models Monitoring
- B. Literacy Plan Development

The meeting was adjourned at 7:48 PM. The minutes are open to public inspection on the district website, and on file at the district office, 5701 Normandale Road.

Ms. Erica Allenburg, Chair

Ms. Ellen Jones, Clerk

#### OFFICIAL MINUTES OF SCHOOL BOARD'S OCTOBER 22, 2020 VIRTUAL SPECIAL MEETING

5:30 PM Chair Allenburg called to order the special meeting of the School Board. All Members and staff participated remotely unless otherwise noted. Members present: Allenburg (in person), Fox, Greene (in person), Jones, Michaelson (in person), Shaw (in person), Wallen-Friedman. Staff present: Schultz (in person), Smasal, Buettner, De St. Hubert, Jorgensen, Roper, Toop, Tuescher, Woitte; Mary Heiman, Health Services Coordinator; Dr. Bonnie Houck, Instructional Supervisor for Literacy.

# AGENDA MODIFICATION

Member Wallen-Friedman requested that Panorama Education Contract Amendment be removed from the Consent Agenda.

# CONSENT ITEM APPROVED BY UNANIMOUS ROLL CALL VOTE

<u>Employee Health Insurance Renewal</u>: Member Wallen-Friedman moved and Member Greene seconded to approve the motion. All members voted Aye by roll call vote.

# ACTION ITEM APPROVED BY MAJORITY ROLL CALL VOTE

<u>Panorama Education Contract Amendment</u>: Member Fox moved and Member Greene seconded to approve the motion. Members Allenburg, Fox, Greene, Jones, Michaelson and Shaw voted Aye by roll call vote. Member Wallen-Friedman abstained. Motion carried.

# **REPORT / DISCUSSION ITEMS**

<u>Learning Models Monitoring</u>: Superintendent Schultz and Assistant Superintendent Smasal presented the results of an October check-in with stakeholders regarding Safety/Protocols, Teaching and Learning, Social Emotional and Well Being, Operations/Sustainability and Equity.

<u>Literacy Plan Development</u>: Director De St. Hubert and Dr. Houck presented the process that will be taken in order to complete the Edina PreK-12 Comprehensive Literacy Plan.

At 7:48 PM, there being no objection, Chair Allenburg adjourned the meeting.

#### INDEPENDENT SCHOOL DISTRICT 273 OFFICIAL MINUTES OF THE VIRTUAL AND IN PERSON WORK SESSION OF OCTOBER 27, 2020

# WORK SESSION 5:00 PM

Edina Community Center 5701 Normandale Road Room 306 and Remote Locations

# SCHOOL BOARD MEMBERS PRESENT:

Ms. Erica Allenburg Mr. Matthew Fox Ms. Julie Greene Ms. Ellen Jones (attended remotely) Mr. Owen Michaelson Ms. Janie Shaw Mr. Leny Wallen-Friedman (attended remotely)

PRESIDING OFFICER: Chair Erica Allenburg

ADMINISTRATIVE STAFF PRESENT:

Dr. John W. Schultz, Superintendent Dr. Randy Smasal, Assistant Superintendent (attended remotely) Jody De St. Hubert, Director of Teaching and Learning (attended remotely)

CERTIFIED CORRECT:

CERTIFIED CORRECT:

Ms. Erica Allenburg, Chair

Ms. Ellen Jones, Clerk

5:05 PM - 6:26 PM

ABSENT:

# (Official Publication) MINUTES OF THE HYBRID WORK SESSION OF THE SCHOOL BOARD DISTRICT 273 EDINA, MINNESOTA OCTOBER 27, 2020

5:05 PM Chair Allenburg called to order the work session of the School Board. All Members and staff participated remotely unless otherwise noted. Members present: Allenburg (in person), Fox (in person), Greene (in person), Jones, Michaelson (in person), Shaw (in person), Wallen-Friedman. Staff present: Schultz (in person), Smasal, De St. Hubert; Greg Guswiler, Student Information Systems Coordinator.

# **REPORTS / DISCUSSION**

- A. Board Meeting Protocols
- B. Enrollment
- C. Middle School Science Curriculum

The meeting was adjourned at 6:26 PM. The minutes and resolutions are open to public inspection on the district website, and on file at the district office, 5701 Normandale Road.

Ms. Erica Allenburg, Chair

Ms. Ellen Jones, Clerk

#### OFFICIAL MINUTES OF SCHOOL BOARD'S OCTOBER 27, 2020 WORK SESSION

5:05 PM Chair Allenburg called to order the work session of the School Board. All Members and staff participated remotely unless otherwise noted. Members present: Allenburg (in person), Fox (in person), Greene (in person), Jones, Michaelson (in person), Shaw (in person), Wallen-Friedman. Staff present: Schultz (in person), Smasal, De St. Hubert; Greg Guswiler, Student Information Systems Coordinator.

#### **REPORTS / DISCUSSION**

<u>Board Meeting Protocols</u>: Chair Allenburg discussed the use of cell phones, email protocol, and recording of Board work sessions. The Board did not change their current practice around recording work sessions.

<u>Enrollment</u>: Superintendent Schultz and Assistant Superintendent Smasal shared current year enrollment dynamics and recommendations for work to be completed.

<u>Middle School Science Curriculum</u>: Director De St. Hubert provided background on the new science standards and related MDE implementation adjustments, and an overview of the process the Middle Level Science Design Team followed to arrive at their recommendation to adopt the Amplify science curriculum for grades 6-8.

Chair Allenburg discussed creation of and provided a description for an ad hoc committee for COVID-19 testing.

At 6:26 PM, there being no objection, Chair Allenburg adjourned the meeting.

## INDEPENDENT SCHOOL DISTRICT 273 OFFICIAL MINUTES OF SPECIAL EMERGENCY MEETING OF NOVEMBER 10, 2020

SPECIAL MEETING 5:00 PM

Edina Community Center 5701 Normandale Road Remote Locations

# SCHOOL BOARD MEMBERS PRESENT:

ABSENT:

Ms. Erica Allenburg (attended remotely) Mr. Matthew Fox (attended remotely) Ms. Julie Greene Ms. Ellen Jones (attended remotely) Mr. Owen Michaelson Ms. Janie Shaw Mr. Leny Wallen-Friedman (attended remotely)

PRESIDING OFFICER: Chair Erica Allenburg

5:00 PM - 8:09 PM

ADMINISTRATIVE STAFF PRESENT:

Dr. John W. Schultz, Superintendent Dr. Randy Smasal, Assistant Superintendent (attended remotely) Steve Buettner, Director of District Media and Technology Services (attended remotely) Valerie Burke, Director of Community Education Services (attended remotely) Jody De St. Hubert, Director of Teaching and Learning (attended remotely) Jeff Jorgensen, Director of Student Support Services (attended remotely) John Toop, Director of Business Services (attended remotely) Nicole Tuescher, Director of Human Resources and Admin Services (attended remotely) Mary Woitte, Director of Communications (attended remotely) Dr. Timothy Anderson, Principal, South View Middle School (attended remotely) Andrew Beaton, Principal, Edina High School (attended remotely) Karen Bergman, Principal, Countryside Elementary School (attended remotely) Shawn Dudley, Principal, Valley View Middle School (attended remotely) Katherine Mahoney, Principal, Highlands Elementary School (attended remotely) Lisa Masica, Principal, Cornelia Elementary School (attended remotely) Troy Stein, Assistant Principal/Athletics Director, Edina High School (attended remotely) Leah Byrd, ELC Coordinator (attended remotely) Lisa Hawthorne, ECSE Coordinator (attended remotely) Mary Heiman, Health Services Coordinator (attended remotely)

# CERTIFIED CORRECT:

CERTIFIED CORRECT:

Ms. Erica Allenburg, Chair

Ms. Ellen Jones, Clerk

#### (Official Publication) MINUTES OF THE SPECIAL EMERGENCY MEETING OF THE SCHOOL BOARD DISTRICT 273 EDINA, MINNESOTA NOVEMBER 10, 2020

5:00 PM Chair Allenburg called to order the special emergency meeting of the School Board. All Members and staff participated remotely unless otherwise noted. Members present: Allenburg, Fox, Greene (in person), Jones, Michaelson (in person), Shaw (in person), Wallen-Friedman. Staff present: Schultz (in person), Smasal, Buettner, Burke, De St. Hubert, Jorgensen, Smasal, Toop, Tuescher, Woitte; Anderson, Beaton, Bergman, Dudley, Mahoney, Masica, Stein, Byrd, Hawthorne, Heiman. Guest: Nicholas Kelley, Ph.D. (Bloomington Public Health, Epidemiologist).

#### **REPORT / DISCUSSION ITEM**

A. Learning Models Update

The meeting was adjourned at 8:09 PM. The minutes are open to public inspection on the district website, and on file at the district office, 5701 Normandale Road.

Ms. Erica Allenburg, Chair

Ms. Ellen Jones, Clerk

#### OFFICIAL MINUTES OF SCHOOL BOARD'S NOVEMBER 10, 2020 SPECIAL EMERGENCY MEETING

5:00 PM Chair Allenburg called to order the special emergency meeting of the School Board. All Members and staff participated remotely unless otherwise noted. Members present: Allenburg, Fox, Greene (in person), Jones, Michaelson (in person), Shaw (in person), Wallen-Friedman. Staff present: Schultz (in person), Smasal, Buettner, Burke, De St. Hubert, Jorgensen, Smasal, Toop, Tuescher, Woitte; Anderson, Beaton, Bergman, Dudley, Mahoney, Masica, Stein, Byrd, Hawthorne, Heiman. Guest: Nicholas Kelley, Ph.D. (Bloomington Public Health, Epidemiologist).

# **REPORT / DISCUSSION ITEM**

<u>Learning Models Update</u>: Superintendent Schultz was joined by administrators in presenting their recommendations for district learning models going forward. Board members asked questions about staffing and COVID mitigation in schools. The Board requested the administration to further review K-2 programming. The Board decided to have an additional meeting on Thursday, November 12, to continue the discussion.

At 8:09 PM, there being no objection, Chair Allenburg adjourned the meeting.



Board Meeting Date: November 16, 2020

# **TITLE: Personnel Recommendations**

**TYPE:** Consent

# PRESENTER(S): Nicole Tuescher

**BACKGROUND:** Personnel recommendations are made monthly. Conditional offers of employment are subject to successful completion of a criminal background check.

**RECOMMENDATION:** Approve the attached personnel recommendations.

PRIMARY ISSUE(S) TO CONSIDER:

ATTACHMENTS:

1. Report (next page)

# LICENSED STAFF

# A. <u>RECOMMENDATIONS FOR EMPLOYMENT</u>

<u>Name</u>	<u>Assignment</u>	<u>Salary</u>	<u>Date</u>
Levinska, Tony	School Psychologist District Wide	\$71,305	11/02/2020
Rose, Jessica	Gifted Education Concord	\$60,019	11/02/2020

These conditional offers of employment are subject to successful completion of a criminal background check.

# NON-LICENSED STAFF

#### A. <u>RECOMMENDATIONS FOR EMPLOYMENT</u>

<u>Name</u>	<u>Assignment</u>	<u>Salary</u>	<u>Date</u>
ABUKAR, SHUKRI	Special Education Paraprofessional, Edina High School	Step 3, \$17.87/hour	10/07/2020
BERGSTROM, MEGAN	Classroom Paraprofessional, Cornelia	Step 4, \$17.76/hour	10/05/2020
BYUN, NINA	Classroom Paraprofessional, Creek Valley	Step 3, \$16.92/hour	11/06/2020
CHIODI, MELANIE	Special Education Paraprofessional, Cornelia	Step 3, \$17.87/hour	11/02/2020
CONOVER, KATELYNN	Classroom Paraprofessional Long Term Sub, Countryside K	Step 3, \$16.92/hour	10/28/2020
HENTGES, ALYSSA	Health Services Associate, South View	Step 5, \$27.75/hour	10/27/2020
HOOBER, RACHEL	Classroom Paraprofessional, Creek Valley	Step 2, \$16.02/hour	10/28/2020
JARVEY, SPENCER	Classroom Paraprofessional, Edina High School	Step 2, \$16.79/hour	10/21/2020
JONES, SAMM	Classroom Paraprofessional, Creek Valley	Step 4, \$17.76/hour	11/09/2020
KHAN, LILA	Special Education Paraprofessional, Edina High School	Step 2, \$16.79/hour	10/21/2020
KNIGHT, CORWIN	Special Education Paraprofessional, South View	Step 2, \$16.79/hour	11/09/2020
KREOFSKY, PETER	Classroom Paraprofessional, Valley View	Step 2, \$16.02/hour	10/05/2020
OSMAN, FARHIA	Special Education Paraprofessional, ECC	Step 2, \$16.79/hour	10/21/2020

POFERL, ADAM	Hourly Custodian, Districtwide	Step 3, \$17.35/hour	11/02/2020
POKORNOWSKI, BRIENT	Special Education Paraprofessional, Creek Valley	Step 3, \$17.87/hour	11/04/2020
RANHEIM, TONYA	Special Education Paraprofessional, Creek Valley	Step 5, \$20.00/hour	10/05/2020
SARR, YAYE	Special Education Paraprofessional, Normandale Elementary	Step 3, \$17.87/hour	10/08/2020
SANAVONGSAY, WILLY	Technology Paraprofessional, ECC	Step 4, \$18.93/hour	11/09/2020
STERN, JUSTINA	Special Education Paraprofessional, Creek Valley	Step 3, \$17.87/hour	10/26/2020
WATTS., DARRYL	Hourly Custodian - Edina High School	Step 3, \$17.35/hour	10/12/2020

These conditional offers of employment are subject to successful completion of a criminal background check.

# B. <u>CHANGE IN ASSIGNMENT</u>

<u>Name</u>	<u>Assignment</u>	<u>Salary</u>	<u>Date</u>
PEERY, ANDREW	From: Hourly Custodian, Districtwide To: Hourly Custodian, Countryside	\$16.74/hour	10/30/2020

# C. <u>RESIGNATIONS</u>

<u>Name</u>	<u>Assignment</u>	<u>Reason</u>	<u>Date</u>
BOTTEM, JUSTIN	Special Education Paraprofessional, Edina High School	Personal	11/13/2020
CONLEY, DYONYCA	Classroom Paraprofessional, Highlands	Personal	10/29/2020
HANS, KELSEY	Department Specialist A, Edina High School	Personal	10/30/2020
JOHNSON, KATHRYN	Classroom Paraprofessional, Creek Valley	Personal	10/19/2020
KETTER, STEVE	Hourly Custodian, Countryside	Personal	10/30/2020
RANHEIM, TONYA	Special Education Paraprofessional, Creek Valley	Personal	10/19/2020
VETSCH, ERIC	Security Paraprofessional, Valley View	Personal	10/30/2020

# D. <u>TERMINATION</u>

<u>Name</u>	<u>Assignment</u>	<u>Reason</u>	<u>Date</u>
SIBOMANA, PAUL	Technology Paraprofessional, ECC	Probationary	11/03/2020

# **COMMUNITY EDUCATION SERVICES STAFF**

# A. <u>RECOMMENDATIONS FOR EMPLOYMENT</u>

<u>Name</u>	<u>Assignment</u>	<u>Salary</u>	<u>Date</u>
LAFRENZ, OLIVIA	Student Recreation Leader Highlands Elementary	\$11.00/Hr.	10/26/2020
MUSIL, JASPER	Student Recreation Leader Concord Elementary	\$11.00/Hr.	10/21/2020
SMITH, CARLEY	Student Recreation Leader Creek Valley Elementary	\$11.00/Hr.	10/21/2020
TIERNEY, SAMUEL	Student Recreation Leader Community Center	\$11.00/Hr.	11/02/2020
VENGALIL, SREEDEVI	Childcare Assistant Early Learning Center	\$13.37/Hr.	10/26/2020

These conditional offers of employment are subject to successful completion of a criminal background check.

# B. <u>CHANGE IN ASSIGNMENT</u>

<u>Name</u>	<u>Assignment</u>	<u>Salary</u>	<u>Date</u>
MEYERS, DARIUS	Add- Recreation Leader Highlands	\$15.74/Hr.	10/13/2020
OSMAN, FARHIA	Add - Recreation Leader Early Learning Center	\$13.65/Hr.	11/02/2020
RINGGENBERG, CHRISTINE	Add - CES Program Manager 10 month temporary position District Wide	\$56,343	11/16/2020

# C. TERMINATION

<u>Name</u>	<u>Assignment</u>		<u>Date</u>
AGRAWAL, ANAMIKA	Recreation Leader Concord	Personal	09/01/2020
BECKER, BRITTANY	Recreation Leader Countryside	Personal	09/01/2020
CONLEY, DYONYCA	Recreation Leader Highlands	Personal	09/01/2020
DIAZ-CRUZ, CRYSTAL	Recreation Leader Creek Valley	Personal	09/01/2020
HARPER, DEBRA	Recreation Leader Countryside	Personal	09/01/2020
JOHNSON, DAREN	Recreation Leader Highlands	Personal	09/01/2020
LEMIEUX, ANASTASIA	Recreation Leader Countryside	Personal	09/01/2020
LEVOIR, ASHLEN	Recreation Leader Highlands	Personal	09/01/2020
MADSON, BETSY	Recreation Leader Countryside	Personal	9/01/2020

MANDERFELD, ASHLEY	Recreation Leader Countryside	Personal	09/01/2020
MCLINN, MARIA	Recreation Leader Cornelia	Personal	09/01/2020
MUHAMUD, BUKHARI	Recreation Leader Cornelia Elementary	Probationary	11/05/2020
TEMPLETON, EBONY	Recreation Leader	Personal	09/01/2020

AD = Adult Enrichment FC = Family Center KC = Edina KIDS Club YTH = Youth Services/Youth Development



DEFINING EXCELLENCE

Board Meeting Date: 11/16/2020

TITLE: Employee Guidebook and Appendix for the Community Education Services Hourly Employees of Edina Public Schools

**TYPE:** Consent

# PRESENTER(S): Nicole Tuescher, Director of Human Resources and Administration; Val Burke, Director of Community Education

**BACKGROUND:** The revised guidebook and appendix includes the following: the hourly compensation schedules, in general, will remain the same for 2020-2021. The district's contribution to district's health insurance varies between a 2%-6% increase to the previous district health insurance contribution. Changes to the compensation schedules include but are not limited to the (1) elimination of non-competitive steps for the recreation leader positions; (2) elimination of defunct positions; and (3) increases to the CES childcare teacher hourly rate to make it more comparable to other positions within the district.

Moving forward, the School Board will need to approve the appendix yearly as it contains the terms and conditions of employment that change most frequently. This recommendation is within the parameters determined by the School Board and community education budget. The Superintendent supports the recommendation.

**RECOMMENDATION:** Adopt the guidebook and its appendix for the employees under the guidebook.

**PRIMARY ISSUE(S) TO CONSIDER:** Approve the hourly compensation rates for employees under the terms and conditions of the Community Education Services Hourly Employees guidebook.

#### ATTACHMENTS:

- 1. Guidebook of Professional Employment for the Community Education Services Hourly Employees of Edina Public Schools (contains appendix)
- 2. Redline of the Guidebook (contains appendix)



# **DEFINING EXCELLENCE**

Guidebook

for

**Community Education Services Hourly Employees** 

of

**Edina Public Schools** 

Approved:

#### **INTRODUCTION**

Edina Public Schools ("Employer") believes that its employees are one of its most important assets. The following guidebook for Community Education Services Hourly Employees ("employee") has been designed to facilitate and enhance the role of employees in providing programs and services to all members of the community. The School Board has approved this guidebook.

No provision of this guidebook is intended to create a contract between the Employer and employee, or to limit the rights of the Employer and its employees to terminate the employment relationship at any time, with or without cause. This guidebook is a general statement of policy, to be modified and applied by the Employer at its discretion.

#### ARTICLE I EMPLOYMENT

#### **1.1 - Employment Information**

An employee will be provided with employment information including the position title, the employee's regular assignment, the employee's start date, the hourly rate; and if the employee's eligibility for benefits. This guidebook is available on the district's website.

#### **<u>1.2 – Preliminary Evaluation Period</u>**

The first year of an employee's initial employment with the Employer or the first year of a new assignment will be a preliminary evaluation period during which the Employer will evaluate whether the employee's skills and abilities are a good match with the position's requirements and responsibilities. The Employer retains the discretion to terminate an employment relationship with the employee for any reason during this first-year evaluation period.

This evaluation period does not affect the fundamental at-will nature of the employment relationship with the Employer.

#### ARTICLE II SALARIES AND BENEFITS

#### 2.1 - Compensation

The employee's hourly compensation rate is based upon the schedules set forth in the appendix.

#### 2.2 - Step Movement

At the beginning of the fiscal year (July 1), an employee may be eligible for step movement on the schedule when the employee was hired prior to January 1 of the fiscal year. Step movement is contingent on the employee's satisfactory performance. An employee may only advance one step per fiscal year.

Student recreation leaders will be eligible for step movement in consultation with supervisor.

Approved:

### 2.3 - Holiday Pay for Full-Year Employees

An employee with a full-time assignment (i.e. 25 hours a week or more) for the school year is eligible to receive holiday pay in accordance to the school board approved calendar (usually 11-12 holidays). Any holiday pay is for the employee's assigned daily hours as a CES hourly employee. Placement of any holidays is determined by the Employer. To be eligible for holiday pay, the employee needs to be an active employee before and after the district holiday.

# 2.4 – Vacation Days

An employee with a full-time assignment (25 hours a week or more) for the school year is eligible to receive vacation days as allocated in this paragraph. A full-time employee will accrue one vacation day per month for each month actively working, based on the assigned number of daily hours. Daily vacation pay is based on the employee's assigned daily hours as CES hourly employee.

This allocation may be distributed as a lump sum yearly distribution. If the employee terminates employment prior to the end of the school year or assignment, the Employer may recover through payroll deduction any unearned but taken vacation days.

An eligible employee may schedule vacation subject to supervisor approval. Requests for vacation must be approved by the supervisor in advance and will be granted at the supervisor's discretion.

A vacation-eligible employee may carry up to 10 vacation days from one fiscal year to next fiscal year.

Provided that an employee notifies the Employer in writing a minimum of ten days in advance of intent to resign, the employee may be paid for earned, accrued vacation. The maximum number of vacation days accumulated at the time employment is severed will be up to ten carry over days plus prorated vacation days earned but not taken in the current fiscal year.

If an employee's assignment(s) changes such that the employee is no longer eligibile for vacation days, accumulated vacation hours will be paid out in a lump sum.

# 2.5 - Summer Employment

In addition to any school-term assignment, an employee is eligible to apply for summer assignments. If selected for the summer assignment, the rate of pay remains the same as the rate for the school-term assignment. If eligible for holiday pay in the school-term assignment, the employee will be eligible for any applicable holiday pay, in accordance with Section 2.3.

# 2.6 - Group Insurance Policies

For purposes of this section, an eligible employee is an employee who is assigned to work for 25 hours or more per week during either the school year or fiscal year. The Employer will provide an eligible employee the group insurance coverage described in Section 2.6.

It is understood and agreed that the insurance provisions of this Section are merely descriptive of Approved:

the coverage provided, and that the eligibility of an employee for benefits is governed by the terms of the master insurance contracts in force between the Employer and the insurers providing coverage.

#### 2.6.1 - Life Insurance

An eligible employee is eligible to participate in the Employer's group term life insurance program and will be insured for an amount equal to the whole number of thousands in annual base salary. The Employer pays the entire premium for this coverage for an active employee.

An eligible employee may apply for supplemental group term life insurance coverage in \$1,000 increments, up to the amount of the employee's base salary. Supplemental coverage is subject to the insurance carrier's enrollment requirements. Premiums for all supplementary coverage will be paid by the employee through payroll deduction.

#### 2.6.2 - Long-Term Disability Insurance

An eligible employee is provided coverage in the Employer's long-term disability insurance program. The Employer pays the entire premium for this coverage.

#### 2.6.3 - Accidental Death and Dismemberment Insurance

An employee is eligible for accidental death and dismemberment insurance coverage in an amount equal to one of the employee's basic annual salary rounded up to the next whole thousand. The Employer pays the entire premium for such coverage.

#### 2.6.4 - Hospitalization-Medical Insurance

An eligible employee may enroll for Single, Single Plus One, or Family coverage in the Employer's hospitalization-medical insurance program. Participation in this program is voluntary. The Employer will contribute the amount designated in the appendix toward the monthly premium for each eligible enrolled employee.

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

An employee receiving wage replacement benefits from the Employer's workers' compensation insurance carrier or the long-term disability insurance carrier is eligible for the Employer contribution for health and hospitalization-medical insurance.

#### <u>2.6.5 – Dental Insurance</u>

Each eligible employee may enroll in the Employer's dental insurance program. Participation in this program is voluntary. The Employer will contribute the amount designated in the appendix toward the monthly premium for each eligible enrolled employee.

An eligible employee enrolled in the program will contribute, through payroll deduction,

any excess of the monthly premium over the maximum Employer contribution toward the type of coverage for which the employee is enrolled.

#### 2.7 - Retirement Contribution Plans

An employee may contribute a portion of the employee's base salary to an employee's retirement contribution plan or plans, either tax-deferred or not tax-deferred, subject to the following subsections.

#### 2.7.1 - Approved Plans

The employee's contribution plan must be district-approved and subject to applicable provisions of Minnesota Statutes and IRS Codes and any amendments thereto. A list of eligible plans is available on the district's website and in the business office.

#### 2.7.2 - Employee Contribution

The employee contribution will be made to a district-approved company of the employee's choice, subject to Subsection 2.7.1. The employee is responsible for making all arrangements required with the vendor to ensure that proper payment can be made by the Employer.

#### <u>2.7.3 - Matching Salary Deduction for Tax-Deferred 403(b) Matching Contribution</u> <u>Plan</u>

The Employer contribution is not payable unless the employee authorizes a matching salary reduction up to the amount he or she is eligible to receive under Subsection 2.7.4

#### 2.7.4 - Employer Contribution for Tax-Deferred 403(b) Matching Contribution Plan

The amount of the Employer contribution will be up to two percent of the employee's annual base salary with a maximum Employer contribution of \$2,000 per year.

#### 2.7.5 - Employer Contribution for Plans

Contributions will be made to a district-approved company of the employee's choice, subject to the previous subsections. The employee is responsible for making all arrangements required with the vendor to ensure that proper payment can be made by the Employer.

#### 2.8 - Flexible Benefits Plan

An eligible employee may participate in the Flexible Benefits Plan established by the Employer pursuant to Section 125 of the Internal Revenue Code, provided, however, that an employee meets all other requirements for eligibility set forth in the Plan.

#### ARTICLE III LEAVES OF ABSENCE

#### 3.1 - Basic Leave Allowance

An employee is granted a basic leave allowance of one day per month for absence without deduction from pay. This allowance is calculated based on the employee's assignment The basic leave allowance may be used for sick leave, family illness leave, bereavement leave and personal business leave under the terms and conditions enumerated below. Unused basic leave may accumulate without limit. An employee is not paid for accumulated basic leave allowance upon termination of employment, except as specifically provided otherwise in this guidebook.

A substitute employee or seasonal employee (e.g. summer) does not earn basic leave.

#### 3.2 - Sick Leave

One day of basic leave allowance may be used by an employee for each day of absence due to illness or injury of themselves and for family members in accordance with state and federal law.

#### 3.2.1 - Certification

An employee who has been absent may be required to present a statement from a physician verifying an illness and certifying that the employee has recovered sufficiently to return to normal duties. An employee absent more than five consecutive working days must present this certification. If certification is required for an absence less than six days, the Employer will designate the physician and assume the cost of the examination. Charges for certification of absences greater than five consecutive working days will be the employee's responsibility unless the Employer requires examination by a specified physician, in which instance the Employer will assume the cost of the examination.

#### 3.2.2 - Family Illness or Bereavement Leave

An employee may use basic leave allowance provided for absences due to an illness or injury to the employee's dependent child ("child") for reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use accumulated basic leave allowance for the employee's own illness or injury.

For absence because of illness in the family, the employee may deduct a reasonable number of days per incident from accumulated basic leave at no salary deduction. The family includes husband, wife, father, mother, brother, sister, son, daughter, father-inlaw, mother-in-law, or others required per state law.

For absence because of death in the family, the employee may deduct a reasonable number of days per incident from accumulated leave at no salary deduction.

For absence because of the death of friends or relatives outside the family, the employee may deduct a reasonable number of days from accumulated basic leave at no salary deduction.

# 3.2.3 - Coordination with Other Benefits

Sick leave benefits will be coordinated with any other benefits received by an employee from any Employer insurer, including but not limited to long-term disability and workers compensation. This coordination will ensure that total pay received from all sources does not exceed the employee's regular daily rate of pay. Deductions from the employee's basic leave balance will be made according to the pro rata portion of basic sick leave used.

# 3.3 - Sick Leave Pool

A sick leave pool for employees who have exhausted their basic leave has been established. To access this pool, contact human resources for more information.

The purpose of the sick leave pool is to provide additional basic leave days to those employees suffering from a catastrophic accident, illness, or a recurring illness. The sick leave pool coordinates with an employee's long-term disability ("LTD") benefit that may begin after an employee has been absent from work 65 consecutive work days. After 65 consecutive days of absence, the employee is no longer eligible to draw from the sick leave pool, but may be eligible for LTD, as determined by the Employer's carrier.

# 3.4 - Family, Medical and Parental Leaves

The Employer complies with all applicable laws, and district policies requiring that employees receive leaves of absence, including the Family and Medical Leave Act. The application of these laws to an employee's eligibility and situations are determined in accordance with these laws and policies.

# 3.5 - Parenting Leave

An employee is eligible for a parenting leave of absence without pay for a period of up to 12 months, including any period of related family medical or parental leave, for child care. The employee must apply for parenting leave at least 60 calendar days before this leave is to begin. The 60-day requirement may be waived when an emergency makes this notice impossible. Parenting leave begins at a date agreed upon between the Employer and the employee. Failure to return to work upon expiration of a leave results in termination of employment.

# 3.6 - Personal Business Leave

Up to four days of available basic leave allowance during any one school year may be used by employees for absence required for the transaction of personal business that cannot be completed outside regularly assigned hours. This allowance will be calculated based on assigned average number of hours. Requests for personal business leave must be submitted to the employee's immediate supervisor in writing at least three days in advance, except in cases of extreme emergency.

# 3.7 - Judicial Leave

An employee who is absent because of required jury duty or a subpoena for any court duty will Approved:

be granted leave and paid the difference between the employee's regular salary and the payments received for such jury or court duty, unless the employee is a party in the case.

#### 3.8 - Superintendent's Discretionary Leave

Other types of absence not stated in this Article are subject to the Superintendent's discretion.

#### ARTICLE IV RETIREMENT

#### 4.1 - Hospitalization-Medical Insurance

An employee who retires as defined by Minn. Stat. § 471.61, subd. 2b while health insurance eligible may elect to continue participation, at the employee's own expense, in the Employer's group medical hospitalization insurance plan if permitted by the terms of the policy with the insurance carrier. The employee must pay the entire first month's premium for insurance commencing on the date of retirement. The employee must arrange with the Employer's insurance administrator to pay subsequent monthly premium amounts in advance in a timely manner. The failure to make a timely payment will result in the Employer not making a premium payment for the retiree. The retiree risks forfeiture of insurance coverage without redress against the Employer.

The Employer may offer a Medicare supplement health insurance plan for retirees who are eligible for Medicare benefits. If a Medicare supplement plan is offered by the Employer, Medicare eligible retirees will receive health insurance coverage only under the Medicare supplement plan. Retirees who become eligible for an equivalent employer-paid group medical plan elsewhere due to other employment or due to eligibility in a spouse's employer-paid group medical plan are ineligible to continue in the Employer plan.

# APPENDIX A

# Salary Schedules

		2020-21
Hourly		
G		
Positions:		
Hourly Program Supervisor (e.g. Aquatics)	3	18.39
	4	18.96
	5	20.12
	6	20.71
	7	22.00
, , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
H	1	12.36
Positions:	2	13.65
Building Aide	3	14.47
Intern	4	15.35
Van Driver	5	17.23
Ι		
Positions:	1	15.13
Recreation Leader	2	15.74
Classroom Assistant	3	16.90
	4	18.18
	5	19.60
J		
Lead Recreation Leader	1	17.13
Aquatics Instructor	2	18.39
	3	19.68
	4	20.89
	5	22.45
K	1	22.96
CES Children's Teacher	2	24.34
	3	25.77
	4	27.25
	5	28.50
	6	30.00
		2000.20/ .: 1
L	Coach	3000.29/stipend
	Asst	2700.47/stipend
	Event Worker	16.06/per hour
	Student Rec	\$13/per hour
	Leader	I

Approved:

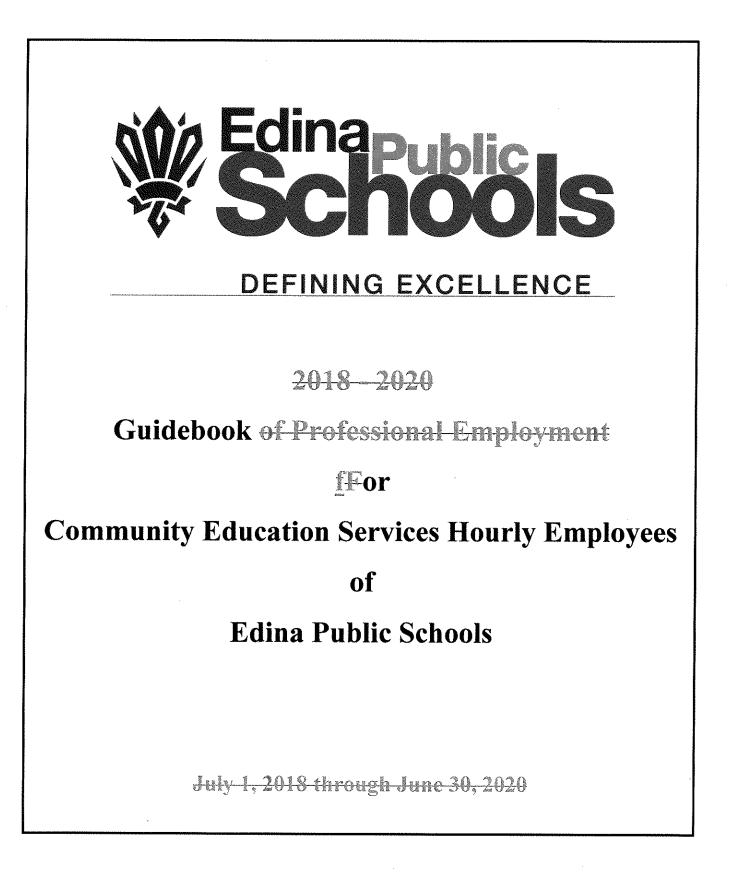
# Employer's Contribution towards Employer's Health Insurance Plan:

Type of Coverage	Effective 1/1/20	Effective 1/1/21
Single	\$447.33	\$475.00
Single + One	\$745.90	\$775.00
Family	\$1038.22	\$1075.00

# Employer's Contribution towards Employer's Dental Insurance Plan:

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Type of Coverage	Effective 1/1/20	Effective 1/1/21
Single	\$35.20	\$35.20
Single + One	\$41.63	\$41.63
Family	\$62.24	\$62.24



Approved:

#### **INTRODUCTION**

Edina Public Schools ("Employer") believes that its employees are one of its most important assets. The following gGuidebook for Community Education Services Hourly Employees ("employee") has been designed to facilitate and enhance the role of employees in providing programs and services to all members of the community. The School Board has approved this guidebook.

No provision of this gGuidebook is intended to create a contract between the Employer and employee, or to limit the rights of the Employer and its employees to terminate the employment relationship at any time, with or without cause. This gGuidebook is a general statement of policy, to be modified and applied by the Employer at its discretion.

#### ARTICLE I EMPLOYMENT

#### **<u>1.1 - Employment Information</u>**

An employee will be provided with <u>employment information a statement including</u> at a minimum, the position title, the employee's regular assignment, the normal work week and work year with any contingencies or variables: the <u>employee's start date</u>, the hourly rates alary; and <u>if</u> the employee's eligibility for benefits. A copy of the position's job description and a copy This of this gGuidebook will accompany this employment information is available on the district's website.

#### 1.2 - Credit for Outside Experience

Experience credit may be granted by the Employer for appropriate outside experience at the time of employment.

# 1.23 - Preliminary Evaluation Period

The first year <u>of tollowing</u> an employee's initial employment with the Employer or the first year following proof motion a new assignment will be a special preliminary evaluation period during which the Employer will evaluate whether the employee's skills and abilities are a good match with the <u>position's</u> requirements and responsibilities of the position. The Employer retains the discretion to terminate an employment relationship withhen the employee does not appear to be a good fit with the jobfor any reason during this first-year evaluation period.

This evaluation period does not affect the fundamental at-will nature of the employment relationship with the Employer.

#### ARTICLE II SALARIES AND BENEFITS

# 2.1 - Compensation

The employee's hourly rate for employees is based upon the salary schedules set forth in Appendix Athe appendix.

While the Employer reserves the right to set salaries, it will seek and receive input from employees and their supervisors regarding the salary structure. The input may be in the form of written or oral communication.

# 2.2 - Salary ProgressionStep Movement

At the beginning of the fiscal year (July 1). Aan employee may be eligible for step movement on the schedule when the employee was hired prior to January 1 of the fiscal year. 12 month employee must work 1300 hours to earn one year of experience credit for purposes of salary step increases. If step advancement does not occur, hours worked below 1300 hours prior to July 1 will be carried over into the next fiscal year(s). A 9 month employee must work-975 hours to earn one year of credit for purposes of salary step increases. If step advancement does not occur, hours worked below 1300 hours prior to July 1 will be carried over into the next fiscal year(s). A 9 month employee must work-975 hours to earn one year of credit for purposes of salary step increases. If step advancement does not occur, hours worked below 975 hours prior to July 1 will be carried over into the next fiscal year(s). Step advancement occurs at the beginning of the fiscal year. July. Step advancement movement is contingent on the employee's satisfactory performance. An employee may only advance one step per fiscal year.

Student recreation leaders will be eligible for step movement in consultation with supervisor.

# 2.3 - Step-Placement

A new employee will be placed at the lowest of the appropriate schedule except where experience warrants placement at a higher step. Any placement above the lowest step must be approved by the Director of Community Education Services.

# 2.34 - Holiday Pay for Full-Year Employees s

A 12-month employee-who-is-assigned to-work-a minimum of 1820 hours will receive-11 holidays with pay per-year, calculated based on assigned number of hours. Placement of these days is determined by the District.

An employee with a full-time assignment (i.e. 25 hours a week or more) for the school year is eligible to receive holiday pay in accordance to the school board approved calendar (usually 11-12 holidays). Any holiday pay is for the employee's assigned daily hours as a CES hourly employee. Placement of any holidays is determined by the Employer. To be eligible for holiday pay, the employee needs to be an active employee before and after the district holiday.

# 2.45 - Vacation Days

An employee with a full-time assignment (25 hours a week or more) for the school year is eligible to receive vacation days as allocated in this paragraph. A full-timen employee assigned to work a minimum of 1300 hours per year will will accrue one vacation day per month for each month actively working, based on the assigned average number of daily hours. Daily vacation pay is based on the employee's assigned daily hours as CES hourly employee.

This allocation may be distributed as a lump sum yearly distribution. If the employee terminates employment prior to the end of the school year or assignment, the Employer may recover through payroll deduction any unearned but taken vacation days.

An eligible employee may schedule vacation subject to supervisor approval. Requests for vacation must be approved by the supervisor in advance and will be granted at the supervisor's discretion.

A vacation-n-eligible employee may carry up to <u>10</u>ten vacation days from one <u>fiscal employment</u> year to <u>next fiscal year</u> another.

The maximum number of vacation days accumulated at the time employment is severed will be ten earry over days plus prorated vacation days earned in the current fiscal year. Provided that an employee notifies the Employer in writing a minimum of ten days in advance of intent to resign, the employee may be paid for earned, accrued vacation. The maximum number of vacation days accumulated at the time employment is severed will be up to ten earry over days plus prorated vacation days earned but not taken in the current fiscal year.

An eligible employee may schedule vacation subject to supervisor approval. Requests for vacation must be approved by the supervisor in advance and will be granted on a first come first serve basis with the following exception. An employee in the KIDS Club program may be required to take up to five days of vacation during the first week of School Year KIDS Club when it is closed at the end of August.

Any scheduled holiday which falls within an employee's vacation period shall not be counted as a vacation day. Sick leave may only be used for severe illness or injury during a vacation or other unpaid leave period with the coordinator's approval. If an employee's assignment(s) changes such that the employee is no longer eligibileity for vacation days is discontinued, accumulated vacation hours will be paid out in a lump sum.

2.5 - Summer Employment

In addition to any school-term assignment, an employee is eligible to apply for summer assignments. If selected for the summer assignment, the rate of pay remains the same as the rate for the school-term assignment. If eligible for holiday pay in the school-term assignment, the employee will be eligible for any applicable holiday pay, in accordance with Section 2.3.

# 2.6 - Group Insurance Policies

For purposes of this section, an eligible employee is an employee who is assigned to work for 25 hours or more per week during either the school year or fiscal year. The Employer will provide an eligible employee, who is assigned to work a minimum of 1300 hours per year in a 12 month period or 975 hours per year in a 9 month period, the program of group insurance coverage described in Section 2.6.

It is understood and agreed that the insurance provisions of this Section are merely descriptive of the coverage provided, and that the eligibility of an employee for benefits <u>shall-beis</u> governed by the terms of the master insurance contracts in force between the Employer and the insurers providing coverage.

# 2.6.1 - Life Insurance

An eligible employee is eligible to participate in the Employer's group term life insurance program and will be insured for an amount equal to the whole number of

thousands in annual base salary. The Employer pays the entire premium for this coverage for an active employee.

An eligible employee may apply for supplemental group term life insurance coverage in \$10,000 increments, up to the amount of the employee's base salary. Supplemental coverage is subject to the insurance carrier's enrollment requirements. Premiums for all supplementary coverage will be paid by the employee through payroll deduction.

#### 2.6.2 - Long-Term Disability Insurance

An eligible employee is provided coverage in the Employer's long<sub>1</sub>-term disability insurance program. The Employer pays the entire premium for this coverage.

#### 2.6.3 - Accidental Death and Dismemberment InsuranceCoverage

An employee is eligible for accidental death and dismemberment insurance coverage in an amount equal to one of <u>the employee's his or her</u> basic annual salary rounded up to the next whole thousand. The Employer pays the entire premium for such coverage.

# 2.6.4 - Hospitalization-Medical Insurance

An eligible employee may enroll for Single, Single Plus One, or Family coverage in the Employer's hospitalization-medical insurance program. Participation in this program is voluntary. The maximum monthly Employer contribution towards the premium will be as follows: The Employer will contribute the amount designated in the appendix toward the monthly premium for each eligible enrolled employee.

Type of Coverage	Effective 7/1/18	Effective-1/1/19	Effective 1/1/20
Single	<del>\$442.90</del>	<u>\$447.33</u>	\$447.33
Single+-One	<u>\$738.51</u>	<del>\$745.90</del>	\$74 <u>5.90</u>
Family	\$1.027.94	\$1038.22	\$4038-22

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

An employee receiving wage replacement benefits from the Employer's workers' compensation insurance carrier or the long-term disability insurance carrier is eligible for the Employer contribution for health and hospitalization-medical insurance.

#### 2.6.5 – Dental Insurance

Each eligible employee may enroll in the Employer's dental insurance program. Participation in this program is voluntary. The Employer will contribute the amount designated in the appendix toward the monthly premium for each eligible enrolled employee.

The maximum monthly Employer contribution toward the premium will be as follows:

1 Trans of Commence PAR and 11/1/20 PAR 201 1/3/20 PAR 21/2/20			
+vpcor-coverage sheenve //////////////////////////////////	1 LAND AN CARLOND	Effective 7/1/18	

Single	\$35.20	\$35.20	\$3 <del>5.20</del>
Single + One	<u>\$41.63</u>	\$41.63	\$41.63
Family	\$62.24	<del>\$62.24</del>	<del>\$62.2</del> 4

An <u>eligible</u> employee enrolled in the program will contribute, through payroll deduction, any excess of the monthly premium over the maximum Employer contribution toward the type of coverage for which the employee is enrolled.

# 2.7 - Retirement Contribution Plans

An employee may contribute a portion of <u>the employee's his or her</u> base salary to an employee's retirement contribution plan or plans, either tax-deferred or not tax-deferred, subject to the following subsections.

# 2.7.1 - Approved Plans

The employee's contribution plan must be district-approved and subject to applicable provisions of Minnesota Statutes and IRS Codes and any amendments thereto. A list of eligible plans is available on the district's website and in the business office.

# 2.7.2 - Employee Contribution

The employee contribution will be made to a district-approved company of the employee's choice, subject to Subsection 2.7.1. The employee is responsible for making all arrangements required with the vendor to ensure that proper payment can be made by the Employer.

#### 2.7.3 - Matching Salary Deduction for Tax-Deferred 403(b) Matching Contribution Plan

The Employer contribution is not payable unless the employee authorizes a matching salary reduction up to the amount he or she is eligible to receive under Subsection 2.7.4

# 2.7.4 - Employer Contribution for Tax-Deferred 403(b) Matching Contribution Plan

The amount of the Employer contribution will be up to two percent of the employee's annual base salary with a maximum Employer contribution of \$2,000 per year.

# 2.7.5 - Employer Contribution for Plans

Contributions will be made to a district-approved company of the employee's choice, subject to the previous subsections. The employee is responsible for making all arrangements required with the vendor to ensure that proper payment can be made by the Employer.

# 2.8 - Flexible Benefits Plan

An <u>eligible</u> employee <u>may is eligible to</u>-participate in the Flexible Benefits Plan established by the Employer pursuant to Section 125 of the Internal Revenue Code, provided, however, that an employee meets all other requirements for eligibility set forth in the Plan.

# ARTICLE III LEAVES OF ABSENCE

#### 3.1 - Basic Leave Allowance

An employee is will be granted a basic leave allowance of one day per month for absence without deduction from pay. This allowance will be is calculated based on the employee's assignmentassigned average number of hours. This leave will be deducted from the employee's basic accumulated leave allowance. The basic leave allowance may be used for sick leave, family illness leave, bereavement leave and personal business leave under the terms and conditions set forth in this Articleenumerated below. Leave not used during any school year will accumulate without limit. Unused basic leave may accumulate without limit. An employee is not paid for accumulated basic leave allowance upon termination of employment, except as specifically provided otherwise in this gGuidebook.

A substitute employee or seasonal employee (e.g. summer) doesis not eligible to earn basic leave.

#### 3.2 - Sick Leave

One day of basic leave allowance may be used by an employee for each day of absence due to illness or injury of themselves and for family members in accordance with state and federal lawor their dependent child. For purposes of Section 3.2. a dependent child is defined as an individual under 18 years of age or an individual under age 21 who is still attending secondary school.

# 3.2.1 - Certification

An employee who has been absent may be required to present a statement from a physician verifying an illness and certifying that the employee has recovered sufficiently to return to normal duties. An employee absent more than five consecutive working days must present this certification. If certification is required for an absence less than six days, the Employer will designate the physician and assume the cost of the examination. Charges for certification of absences greater than five consecutive working days will be the employee's responsibility unless the Employer requires examination by a specified physician, in which instance the Employer will assume the cost of the examination.

#### 3.2.2 - Family Illness or Bereavement Leave

An employee may use basic leave allowance provided for absences due to an illness or injury to the employee's dependent child ("child") for reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use accumulated basic leave allowance for the employee's own illness or injury.

For absence because of illness in the family, the employee may deduct a reasonable number of days per incident from accumulated basic leave at no salary deduction. The family includes husband, wife, father, mother, brother, sister, son, daughter, father-inlaw, mother-in-law, or others required per state law.

For absence because of death in the family, the employee may deduct a reasonable number of days per incident from accumulated leave at no salary deduction.

For absence because of the death of friends or relatives outside the family, the employee may deduct a reasonable number of days from accumulated basic leave at no salary deduction.

# 3.2.2 Coordination with Other Benefits

Sick leave benefits will be coordinated with any other benefits received by an employee from any Employer insurer, including but not limited to long-term disability and workers compensation. This coordination will ensure that total pay received from all sources does not exceed the employee's regular daily rate of pay. Deductions from the employee's basic leave balance will be made according to the pro rata portion of basic siek leave-used.

#### 3.2.3 Family Member Illness

For illness in the immediate family, up to a total of five days of leave allowance may be used per fiscal year. Immediate family includes spouse, children, parents, brothers, sisters, grandparents, and in-laws of a same degree of relationship.

# 3.2.3 - Coordination with Other Benefits

Sick leave benefits will be coordinated with any other benefits received by an employee from any Employer insurer, including but not limited to long-term disability and workers compensation. This coordination will ensure that total pay received from all sources does not exceed the employee's regular daily rate of pay. Deductions from the employee's basic leave balance will be made according to the pro rata portion of basic sick leave used.

# 3.3 - Disaster LeaveSick Leave Pool

 $\Delta$  sick leave pool for employees who have exhausted their basic leave has been established. To access this pool, contact human resources for more information.

The purpose of the sick leave pool is to provide additional basic leave days to those employees suffering from a catastrophic accident, illness, or a recurring illness. The sick leave pool coordinates with an employee's long-term disability ("LTD") benefit that may begin after an employee has been absent from work 65 consecutive work days. After 65 consecutive days of absence, the employee is no longer eligible to draw from the sick leave pool, but may be eligible for LTD, as determined by the Employer's carrier.

For the duration of the contract refer to the Siek-Leave Pool Memorandum of Understanding which supersedes this section upon the establishment of the Siek-Leave Pool.

The Employer will provide disaster leave coverage for employees who have exhausted accumulated sick leave days prior to the commencement of long-term disability insurance

benefits.

#### 3.3.1 Eligibility

Disaster leave is available to an employee who has worked for the Employer for greater than one calendar year and after the employee has been certified as continuously fully disabled and unable to work for 15 consecutive duty days. An employee who has received disaster leave is ineligible to receive it again until one calendar year after the last payment.

# 3.3.2 Allowance

Disaster leave payments commence (1) as of the 16<sup>th</sup> duty day that the employee is continuously fully disabled and unable to work; or (2) after the last day of paid siek leave, whichever occurs last. Disaster leave payments cease after the 65th duty day of absence.

# 3.3.3 Payments

Disaster leave payments are 75% of an employee's daily rate of pay. If an employee's work hours vary, an average of the previous six weeks of pay will be used to determine the daily rate.

# 3.4 - Family, Medical and Parental Leaves

The Employer complies with all applicable state-laws, federal-laws, and district policies requiring that employees receive leaves of absence, including the Family and Medical Leave Act. The application of these laws to an employee's eligibility and individual situations will be are determined in accordance with these laws and policies on a case-by-case-basis. For more information on the Family-Leave-Act, follow this link: https://www.dol.gov/whd/fmla/

# 3.5-Critical-Illness-and-Bereavement-Leave

For death or critical illness in the immediate family, up to five days of leave allowance may be used per occurrence. For death or critical illness in other than the immediate family, up to three days of leave allowance may be used per occurrence upon approval of the human resources department. Immediate family includes spouse, children, parents, brothers, sisters, grandparents, and in-laws of a same degree of relationship.

# 3.5 - Parenting Leave

An employee is eligible for a parenting leave of absence without pay for a period of up to 12 months, including any period of related family medical or parental leave, for child care. The employee must apply for parenting leave at least 60 calendar days before this leave is to begin. The 60-day requirement may be waived when an emergency makes this notice impossible. Parenting leave begins at a date agreed upon between the Employer and the employee. Failure to return to work upon expiration of a leave results in termination of employment.

# 3.6 - Personal Business Leave

Up to four days of available basic leave allowance during any one school year may be used by

employees for necessary absence required for the transaction of personal business that cannot be completed outside regularly assigned hours. This allowance will be calculated based on assigned average number of hours. Requests for personal business leave must be submitted to the employee's immediate supervisor in writing at least three days in advance, except in cases of extreme emergency.

An employee-making a timely request for use of personal business-leave-may use the leave unless the employee is notified that the supervisor, human resources department, or Superintendent has denied the request.

# 3.7 - 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 payments received for such jury or court duty, unless the employee is a party in the case.

The procedure for jury duty-leave and payment is as follows: Judicial Leave is selected as the absence reason. Initially, the employee is paid their regular wage. The employee should cash the check received from the courts. A copy of the court check stub needs to be forwarded to Payroll. A deduction from wages will be made on the following-paycheck for the daily reimbursement amount. The employee is entitled to keep the mileage reimbursement. Employees may also receive parking reimbursement from the district, if they submit the original receipts along with Form 7027-Employee Expense Reimbursement. This expense check is paid by accounts payable.

#### 3.8-Parental-Leave

An employee is eligible for a parental leave of absence without pay for a period of up to 12 months, including any period of related family medical or parental leave, for child care. The employee must submit an application for parental leave at least 60 calendar days before this leave is to begin. The 60-day requirement may be waived when an emergency makes this notice impossible. Parental-leave begins at a date agreed upon between the Employee and the employee. Failure to return to work upon expiration of a leave results in termination of employment. The employee will be reinstated to the employee's original job or to the most similar position available and retain leave benefits accrued prior to taking the leave of absence.

# 3.89 - Superintendent's Discretionary Leave

Other types of absence not stated in this Article are subject to the Superintendent's discretion.

#### ARTICLE IV RETIREMENT

#### 4.1 Retirement Eligibility

For the purpose of Article 4 only, a full-time employee is an employee (1) working 2080 (8 hours for 260 days) hours in the fiscal year prior to the proposed retirement and (2) working eight hour days. To be eligible, a full-time employee must submit a written resignation prior to February-1 that is accepted by the Employer. An employee who has been proposed for

termination or actually-terminated for cause by the school board will not be eligible for the benefits of this Article. In addition to the above qualifications, a full-time employee must also have:

1. Completed at least 20 years of continuous service-with the Employer: and

2. Reached 55 years of age.

# 4.2 Retirement Payment and Procedures

A full-time employee meeting the eligibility qualifications in Section 4.1 may receive a retirement payment calculated by multiplying ½ of the employee's carned unused basic leave allowance by \$100, in an amount not to exceed \$5000.

Payment will be paid by the Employer into the employee's 403(b) account within 30 days of the effective date of retirement or as soon thereafter as is administratively practical. If a retirec dies before all or a portion of the severance pay has been disbursed, then the balance due will be paid to a named beneficiary or, lacking same, to the deceased's estate.

# 4.13 - Hospitalization-Medical Insurance

An employee who retires <u>as defined by Minn. Stat. § 471.61. subd. 2b under the provisions of</u> this articlewhile health insurance eligible may elect is eligible-to continue participation, at his or herthe employee's own expense, in the Employer's group medical hospitalization insurance plan if permitted by the terms of the policy with the insurance carrier. The employee must pay the entire first month's premium for insurance commencing on the date of retirement. The employee must make arrangementsarrange with the Employer's insurance administrator to pay subsequent monthly premium amounts in advance in a timely manner. The failure to make a timely payment will result in the Employer not making a premium payment for the retiree. The retiree risks forfeiture of insurance coverage without redress against the Employer.

The Employer may offer a Medicare supplement health insurance plan for retirees who are eligible for Medicare benefits. If a Medicare supplement plan is offered by the Employer, Medicare eligible retirees will receive health insurance coverage only under the Medicare supplement plan. Retirees who become eligible for an equivalent employer-paid group medical plan elsewhere due to other employment or due to eligibility in a spouse's employer-paid group medical plan are ineligible to continue in the Employer plan.

# APPENDIX A

# Salary Schedules

Schedule	Position
G	Hourly-Program Supervisor
	Aquaties Supervisor
y server the	Building Aide
2.5 North	Childcare Assistant
	Classroom Assistant
	Communications Intern
	School-Readiness-Van-Driver
Į.	
12 Months	Recreation Leader
į	Aquatics Instructor
	Specialist
K	CES-Children's Teacher
<u></u>	
	Coach
	Assistant Coach
	Event-Worker
r Ag	Recreation-Leader
9-Months/3-Months	Lifeguard
> WIGHING D WIGHTIN	Childeare Teacher
	ennacare reaener

# APPENDIX A (cont.)

I

	· · · · · · · · · · · · · · · · · · ·	2020-21
Hourly		
G	. <u></u>	17.26
Positions:	2	17.81
Hourly Program Supervisor (e.g. Aquatics)	3	18.39
	4	18.96
	5	20.12
	6	20.71
	7	<b>2</b> 2.00 <b>4.16</b>
Н	1	12.36
Positions:	2	13.65
Building Aide	3	14.47
Intern	4	15.35
Van Driver	5	17.23
	· · · · ·	
I	- <u>}</u> -	+3.37
12 Months	2	13-01
Positions:	13	15.13
Recreation Leader	24	15.74
Classroom Assistant	35	16.90
	<u>4</u> 6	18.18
	<u>5</u> 7	19.60
		******
J		-1-5-96
	12	17.13
	23	18.39
Aquatics Instructor	34	19.68
Lead Recreation Leader	45	20.89
	5	22.45
	6	24.()4
		· ·
<u>×K</u>	1	22.96-19.75
CES Children's Teacher	2	24.3420.94
	3	25.7722.19
	4	27.2523.53
	5	28.5024.95
	6	30,0026.41
L	Coach	3000.29/stipend
	Asst	2700.47/stipend

	Event Worker	16.06/per hour
	<u>Student Rec</u> Leader	<u>\$13/per hour</u>
W		13.37
9-Months/3-Months	<u>,</u>	13:91
	3	15.13
	.1	15.74
	5	<del>16.90</del>
	6	<del>18.18</del>
	7	19.60

\*A shift differential will be added to the hourly-schedules of \$1.00/hour for assigned duties after 6:30 p.m. or on Saturdays. This shift differential does not apply to training or in-service.

#### Employer's Contribution towards Employer's Health Insurance Plan:

Type of Coverage	Effective 1/1/20	Effective 1/1/21
Single	\$447.33	<u>\$475.00</u>
Single + One	\$745.90	<u>\$775.00</u>
Family	\$1038.22	<u>\$1075.00</u>

# Employer's Contribution towards Employer's Dental Insurance Plan:

Type of Coverage	Effective 1/1/20	Effective 1/1/21
Single	\$35.20	\$35.20
Single + One	\$41.63	\$41.63
Family	\$62.24	<u>\$62.24</u>



**DEFINING EXCELLENCE** 

Board Meeting Date: 11/16/2020

#### TITLE: Employee Guidebook and Appendix for Non-affiliated Employees

**TYPE:** Consent

PRESENTER(S): Nicole Tuescher, Director of Human Resources and Administration

**BACKGROUND:** The revised guidebook and appendices cover previously two separate employment groups: (1) "the islanders" guidebook containing the Director of Buildings and Grounds and Controller positions and (2) the community education coordinators guidebook. More district non-affiliated groups, as additional appendices to this guidebook, will come before the School Board in December.

The revised guidebook and appendices includes the following: salaries will remain the same for 2020-2021 and performance incentives will remain the same. The district's contribution for the district's health insurance in both appendices will increase. Employees in the Appendix A group will see an increase to the district contribution towards health insurance that varies between a 1-2% increase to the previous district contribution. Employees in the Appendix B group will see an increase to the district contribution towards health insurance that varies between 6-11% increase to the previous insurance contribution. This suggested increase varies due to initial district contribution disparities between the two employee groups.

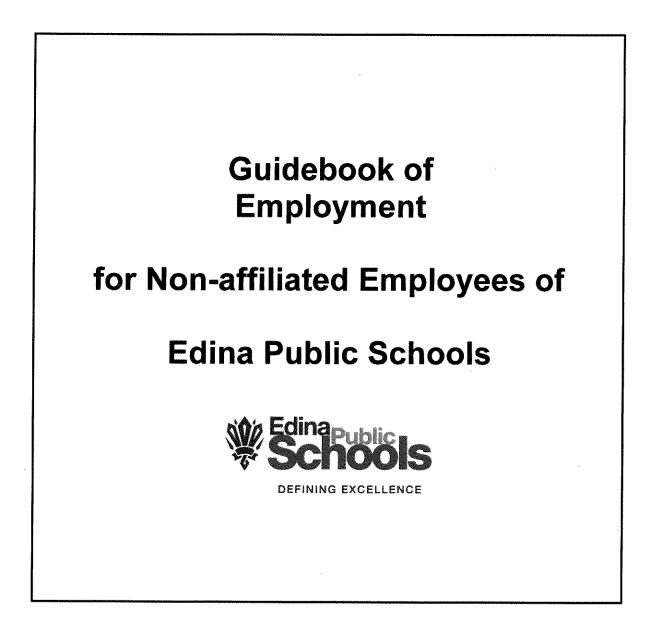
Moving forward, the School Board will need to approve yearly the appendices as they contain the terms and conditions of employment that change most frequently. This recommendation is within the parameters determined by the School Board and the community education budget. The Superintendent supports the recommendation.

**RECOMMENDATION:** Adopt the guidebook and its appendices for the employees under the non-affiliated guidebook.

**PRIMARY ISSUE(S) TO CONSIDER:** Approve the compensation packages for employees under the terms and conditions of the non-affiliated guidebook.

#### **ATTACHMENTS:**

- 1. Guidebook of Employment for the Non-affiliated Employees of Edina Public Schools (contains appendices)
- 2. Redline of the Guidebook (contains appendices)



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#### 1. INTRODUCTION

Edina Public Schools believes that its employees are one of its most important assets. The following guidebook for its non-affiliated employees has been designed to facilitate and enhance the role of employees in providing programs and services to all members of the community. This guidebook has been approved by the Board of Education of Independent School Employer No. 23, Edina Public Schools ("Employer").

No provision of this guidebook is intended to create a contract between the Employer and employee, or to limit the rights of the Employer and its employees to terminate the employment relationship at any time, with or without cause. This guidebook is a general statement of policy, to be modified and applied by the Employer at its discretion.

#### **<u>1.1 Employment Information</u>**

An employee will be provided with employment information including the position title, the employee's regular work assignment, the employee's start date, salary information, and if the employee is eligible for benefits. This guidebook is available on the district's website.

#### **<u>1.2 – Preliminary Evaluation Period</u>**

The first year of an employee's initial employment with the Employer or the first year following a new assignment will be a preliminary evaluation period during which the Employer will evaluate whether the employee's skills and abilities are a good match with the position's requirements and responsibilities. The Employer retains the discretion to terminate an employment relationship when the employee for any reason during this first-year evaluation period.

This evaluation period does not affect the fundamental at-will nature of the employment relationship with the Employer.

#### 2. WORK YEAR

#### 2.1 - Duty Days

In general, an employee works all calendar days, except those designated as holidays by the District. The appendices to the guidebook contain any exceptions to this general statement.

#### 2.2 - Holidays

During the employee's duty year, an employee is entitled to paid holidays each calendar year as designator by the Employer. Holiday pay is incorporated into employee's salary.

# 2.3 - Vacation

In general, a full-time, full-year employee receives 25 vacation days annually. This provision may be prorated based upon an employee's work year or an employee's assignment. The appendices to the guidebook contain any exceptions to this general statement. The scheduling of vacation days is by mutual agreement between the supervisor and employee.

A full-time, full-year employee may carry forward up to 25 vacation days into the next fiscal year. In unusual circumstances, the Superintendent may approve additional carryover or up to 10 days of paid vacation at the end of the fiscal year.

An employee who provides proper notice, as determined by the Employer, when leaving employment or has the employee's yearly contract non-renewed will received remaining unused vacation days, based upon an accrual at the time of employment termination.

#### 2.4 - Attendance at Conference on Weekends

When attending conventions or other professional meetings as requested by the Employer, it may be necessary for an employee to attend meetings or travel to or from the meeting site on weekends. As a professional exempt employee, the employee may be flexible in the employee's work week when weekend meetings or travel occur.

# 3. CALCULATION OF DAILY RATE OF PAY

To determine an employee's daily rate of pay, the employee's annual base salary is divided by 229 days, unless otherwise noted in applicable appendix.

#### 4. HEALTH AND WELFARE BENEFITS

The Employer will provide a full-time employee with health and welfare benefits as described below and in the appendices to these guidebooks. It is understood that the provisions described are general statements of the coverages provided and that the eligibility of an employer for benefits is governed by the terms of the master insurance contracts between the Employer and the insurers providing coverage.

#### 4.1 - Life Insurance Benefit

An employee is eligible for basic group term life insurance coverage in whole thousands to an amount equal to two times the employee's basic annual salary. The Employer pays the entire premium for this coverage.

An employee may apply for supplemental coverage in \$10,000 increments up to the employee's basic annual salary. Premiums for this coverage will be paid by the employee through payroll deduction.

An employee who elects to take the maximum supplemental coverage will receive an additional employer-paid supplemental coverage in an amount equal to the employee's basic annual salary rounded up to the next whole thousand.

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

#### 4.2 - Accidental Death and Dismemberment Insurance Benefit

An employee is eligible for accidental death and dismemberment insurance coverage in an amount equal to four times the employee's basic annual salary rounded up to the next whole thousand. The Employer pays the entire premium for this coverage.

#### 4.3 - Long-Term Disability Insurance Benefit

An employee is covered by long-term disability insurance in the amount of two thirds (2/3) of the employee's basic annual salary up to a maximum benefit of \$10,000 per month. Payments begin after 65 days of continuous absence due to disability and (1) continue to age 70; or (2) if the disabling event occurs after 70, payments will occur for 12 months; or (3) if the disabling event occurs prior to age 70 but continues after age 70 and the administrator has not received 12 months in benefits, payments will occur for 12 months. Long-term disability benefits are available after age 65 according to a schedule set forth in a revised insurance certificate, and the amount of the benefit is coordinated with any Social security benefit. The Employer pays the entire premium.

An employee receiving long-term disability insurance benefits also remains eligible for the Employer contributions for hospital-medical insurance.

# 4.4 - Hospitalization-Medical Insurance

Participation in the medical insurance programs is voluntary. The Employer will contribute the amount designated in the applicable appendix toward the monthly premium of each full-time employee enrolled in the coverages available.

An employee will contribute through payroll deduction, any excess monthly premium over the Employer contribution toward the type of coverage for which the employee is enrolled. If the Employer contribution exceeds the insurance premium, any excess will be paid in salary to the employee.

# 4.5 - Dental Insurance

The Employer will provide a dental insurance program for full-time employees. Participation in this program is voluntary. The Employer will contribute up to the amount designated in the applicable appendices toward the monthly premium for each employee enrolled in the coverages available.

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

#### 4.6 - Flexible Benefits Plan

An employee is eligible to participate in the Flexible Benefits Plan established by the Employer pursuant to Section 125 of the Internal Revenue Code, provided, however that an employee meets all other requirements for eligibility set forth in the Plan.

#### 5. PROFESSIONAL EXPENSES

#### 5.1 - Automobile Travel Reimbursement

Approved mileage for travel outside the district is reimbursed at the current IRS mileage rate established by the Employer. When an employee is requested to represent the Employer at a meeting or to visit a site beyond the district, the Employer will reimburse the person at the current per mile rate.

# 5.2 - Meetings in Pursuit of Employer Interests

The Employer will reimburse an employee for necessary expenses incurred while attending authorized meetings representing the interests of the district.

# 5.3 - Professional Meetings

The Employer will reimburse an employee for necessary expenses incurred for Employerapproved attendance at local, state, and national conventions, conferences, workshops, seminars and institutes.

Professional leave without deduction from pay or accumulated basic leave may be approved to permit attendance at professional meetings, subject matter conferences, professional visitation of an approved school system or institution of higher learning, or the carrying out of other professional duties. This professional leave must be approved in advance by the Superintendent or designee.

#### 5.4 - Membership in Professional Organizations

Membership in professional organizations may enhance the employee's ability to exercise educational leadership within the Employer. When the Employer requests an employee to belong to a professional organization, either for a specific fiscal year or on a continuing basis, the Employer will reimburse the employees for fees paid by the Employer.

The Employer may pay the membership dues for one approved national organization and one approved state organization for each administrator.

#### 5.5 - Technology Allowance

An employee will be eligible for up to \$400 per year as a technology allowance. In order to receive the allowance of \$400 or a portion there of, the employee must submit a request for reimbursement and approval from the employee's supervisor. The employee may carry over this allowance, up to \$2000.

Use of funds may include but are not limited to hardware/software for professional use that will mutually benefit the district and employee.

The technology allowance will not be distributed in salary or payout to an employee.

#### 6. LEAVES OF ABSENCE

#### 6.1 - Basic Leave

A full-time, full-year employee receives 18 days of basic leave allowance annually on July 1. An employee who is hired or whose employment is terminated will have the basic leave allowance prorated for partial fiscal years of service. Unused basic leave may accumulate without limit.

#### 6.1.1 - Employee Illness

An employee may use one day of accumulated basic leave for each day of personal illness. An employee who has been absent may be required to present a statement to the human resources department from a physician verifying an illness and certifying that the employee has recovered sufficiently to return to the employee's normal duties. An employee absent more than five consecutive working days may be required to present this certification. If the Employer requires a certification for an absence of less than six days, the Employer will designate the physician and is responsible for paying the cost of the physician's examination. For certification of absences greater than five consecutive working days, an administrator will be responsible for paying the cost of the physician's examination unless the Employer requires examination by a specified physician, in which instance the Employer will be responsible for paying the cost of the examination.

#### 6.1.2 - Family Illness or Bereavement Leave

An employee may use accumulated basic leave provided for absences due to an illness or injury to the employee's dependent child for reasonable periods as the administrator's attendance with the child may be necessary, on the same terms the employee is able to use accumulated basic leave for the employee's own illness or injury.

For absence because of illness in the family, an employee may deduct a reasonable amount of days per incident from accumulated basic leave at no salary deduction. The family includes husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, or others required by state law. When a physician certifies that in-home care is essential because of

illness or injury of an employee's spouse, the employee may deduct up to 15 days from accumulated basic leave with no salary deduction.

For absence because of death in the family or friends, an employee may deduct a reasonable number of days per incident from accumulated leave at no salary deduction. per incident from accumulated basic leave at no salary deduction. The close family includes grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, first cousin.

#### 6.1.3 - 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 any fiscal year may be deducted from accumulated basic leave at no salary deduction. Requests for personal business leave must be submitted to the employee's immediate supervisor in writing at least three duty days in advance of the requested personal leave day, except in cases of extreme emergency.

#### 6.1.4 - Religious Observance Leave

Up to three days leave are available to an employee for required religious observance. These days must be recognized as religious holidays and are not permitted for circumstances where personal alternative attendance options exist. These days will be deducted from an employee's accumulated basic leave. Notification must be submitted to the Superintendent, in writing, at least three days prior to such absence.

# 6.1.5 - Basic Leave Coordination with Workers Compensation Benefits

Basic leave benefits are coordinated with any received workers compensation benefits. The total pay received by an employee from all sources does not exceed the employee's regular daily rate of pay. The employee's basic leave will be deducted the amount necessary to bring the employee to regular daily rate of pay.

If the employee exhausts the employee's accumulated basic leave, the employee is entitled only to the workers compensation benefits.

# 6.2 - Sick Leave Pool

A sick leave pool for employees who exhausted their basic leave has been established. To access this pool, contact the human resources department for more information.

The purpose of the sick leave pool is to provide additional basic leave days to those employees suffering from a catastrophic accident, illness, or a recurring illness. The sick leave pool coordinates with an employee's long-term disability ("LTD") benefit that may begin after an employee has been absent from work 65 consecutive work days. After 65 consecutive days of absence, the employee is no longer eligible to draw from the sick leave pool, but may be eligible for LTD, as determined by the Employer's carrier.

#### 6.3 - Parenting Leave

An employee may be granted a full-time leave of absence without pay for a period of up to 12 months for the purpose of providing care for a newborn or newly-adopted child or children. Whenever possible, written application for such leave will be submitted to the human resources department at least four months prior to the expected commencement of the leave.

Parenting leave may be granted to begin immediately upon the termination of any period of disability resulting from pregnancy and childbirth or the date of placement of an adopted child. By mutual agreement between the Employer and an employee, parenting leave may also be granted to begin before any period of physical disability resulting from the pregnancy. However, once a parenting leave without pay has commenced, accumulated basic leave pay is no longer available for the remainder of the leave without pay.

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

An employee returning from parenting leave will be returned to the position held when placed on leave, or if not available, to any other position for which the employee is licensed and qualified. Following return to work, the employee will be credited with the amount of the employee's unused basic leave.

An employee on parenting leave remains eligible, upon request, for participation in all insurance programs other than income protection insurance, but must pay the entire premium for the selected insurance coverage. Premium payments must be received by the district's insurance administrator at least one month in advance.

Any period of parenting leave taken under this provision is used simultaneously with any applicable period of leave for which the employee is eligible under state and federal leave acts.

# 6.4 - Superintendent's Discretionary Leave

Any circumstance that arises necessitating the absence of an employee not specifically included in any of the sections above may be granted as discretionary leave. This leave must be approved in advance by the Superintendent or designee.

# 6.5 - Judicial Leave

An administrator who is subpoenaed or called for jury duty will be compensated for the difference between regular pay and pay received for the performance of such obligation.

# 7. RETIREMENT AND RETIREMENT PLANNING

# 7.1 - Benefits Continuations

# 7.1.1 - Eligibility

In order to be eligible to continue the benefits defined in this Section 7.1.1, an employee must: (1) have a minimum of 10 full years of service; (2) be employed full-time at the time of separation of service; (3) be 50 years of age or older; (4) not be returning to employment with the Employer; and (5) not being discharged for cause, misconduct, inefficiency, incompetence or any other disciplinary reason, as determined by the Employer.

# 7.1.2 - Benefit Continuation

An employee who meets the eligibility in Section 7.1.1 is eligible, upon terminating employment with the Employer, to continue to participate in the Employer's life, dental and medical insurance at the employee's expense until the employee reaches Medicare eligibility.

# 7.2 - Tax-Deferred Matching Contribution Plan

An Employer contribution is payable to an administrator's tax-deferred matching contribution plan, subject to the following subsections.

# 7.2.1 - Matching Salary Deduction

The Employer contribution is not payable unless the employee authorizes a matching salary reduction up to the amount the employee is eligible to receive under Subsection 7.2.2.

# 7.2.2 - Employer Contribution

The Employer contribution will be up to percentage designated in the applicable appendix of the administrator's annual base salary with a maximum Employer contribution defined in the appendix.

# 7.2.3 - Employee and Employer Contribution

The Employer contribution and matching employee contribution will be made to an Employerapproved company of the employee's choice, subject to this section. The employee is responsible for making all arrangements required with the vendor to ensure that proper payment can be made by the Employer.

Controller		
2020-21 Salary		
\$ 91,121		
\$ 96,815		
\$ 102,510		
\$ 108,206		
\$ 113,900		

#### **APPENDIX A – Controller and Director of Buildings and Grounds**

Director of Buildings and Grounds		
Steps	2020-21 Salary	
74	\$ 99,515	
2	\$105,735	
3	\$111,955	
4	\$118,175	
5	\$124,395	

#### Health Insurance Contribution towards Employer's Insurance:

Type of	Effective	Effective
Coverage	07/01/20	01/01/21
Single	\$617	\$625.92
Single + One	\$1314	\$1342.88
Family	\$1735	\$1764.06

#### **Dental Insurance Contribution towards Employer's Insurance:**

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

**New Hire, Basic Leave Allotment:** A newly hired employee will receive a one-time basic leave allowance of 35 days in addition to any amount provided for a given fiscal year.

**Performance Based Pay Incentive:** An employee who has successfully achieved the employee's goals set with the supervisor will receive up to \$2,150.00. The amount of payment may vary based on budgetary restrictions and significance of goals achieved.

#### **RETIREMENT BENEFITS**

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

#### Employer's match towards tax-deferred matching contribution: 3%

#### HRA Contribution, For Employees hired after August 1, 2013:

The Employer will make annual contributions into an HRA for 10 years in accordance with Schedule A for a total Employer contribution of up to \$65,000. The funds contributed by the Employer and placed in an HRA for the employee vested with the employee after the seven consecutive years of employment with the Employer. The Employer retains control of any funds contributed into an HRA on behalf of an Employee until those funds have vested. The Employer remains responsible to invest any funds and pay any associated fees until the funds vest with the Employee, at which point those responsibilities are transferred to the Employee. The Employer will deposit the appropriate amount of money into the HRA by June 30<sup>th</sup> of the completed year of service. If the employee was employed prior to June30, 2016, The Employer's first payment into the HRA was June 30, 2016.

Schedule A (Employees hired after 8/1/2013)		
Year 1	\$1,000	
Year 2	\$1,000	
Year 3	\$1,000	
Year 4	\$1,000	
Year 5	\$3,500	
Year 6	\$3,500	
Year 7	\$7,500	
Year 8	\$11,500	
Year 9	\$15,500	
Year 10	\$19,500	

#### HRA Contribution, For Employees hired before August 1, 2013:

The Employer will make annual contributions into an HRA for 8 years in accordance with Schedule B for a total Employer contribution of up to \$65,000. The funds contributed by the Employer and placed in an HRA for the employee vested with the employee after the fifth consecutive year of contribution. The Employer retains control of any funds contributed into an HRA on behalf of an Employee until those funds have vested. The Employer remains responsible to invest any funds and pay any associated fees until the funds vest with the Employee, at which point those responsibilities are transferred to the Employee. The Employer will deposit the appropriate amount of money into the HRA by June 30th of the completed year of service. The Employer's first payment into the HRA was June 30, 2016.

Schedule B (Employees hired before August 1, 2013		
Year 1 - June 30, 2016	\$1,000	
Year 2 – June 30, 2017	\$2,000	
Year 3 – June 30, 2018	\$3,000	
Year 4 – June 30, 2019	\$4,000	
Year 5 – June 30, 2020	\$5,000	Vested
Year 6 – June 30, 2021	\$10,000	
Year 7 – June 30, 2022	\$15,000	
Year 8 – June 30, 2023	\$25,000	

# **Retirement Payments Benefit:**

<u>Eligibility</u>: To be eligible for the retirement payments described below, an employee must be retiring after age 50 and have been a full-time district employee of Edina Public Schools for a minimum of ten full years.

<u>Application</u>: Application for the retirement payments for retirement at the end of the school year must be submitted to the Human Resources Office by February 1. The Employer may approve a retirement request effective at a date prior to the end of the fiscal year. Application for this consideration for "mid-year" retirement must be submitted by the end of the previous fiscal year.

<u>Distribution of Retirement Payments (Payment 1 and Payment 2)</u>: An employee eligible for the retirement payments will receive payment in two installments. The first payment will be on the last day of the month the employee retires in an amount equal to two-thirds (2/3) of the retirement incentive payment amount. The remaining one-third (1/3) will be distributed the following January 15.

If an employee applied for mid-year retirement, as defined above, the amount of retirement payments is based on the last full fiscal year of employment.

The retirement payments (early retirement incentive payment and basic leave conversion payment) will be deposited in the employee's 403(b) account to the maximum extent allowed by the 403(b) administrator and any remainder of the payment will be deposited into the employee's account with Minnesota State Retirement System's Health Care Savings Plan.

<u>Calculation of Early Retirement Incentive Payment (Payment 1)</u>: A full-time eligible employee will receive a retirement incentive payment of 120 days. The daily rate of pay is calculated from the last year of full-time service.

<u>Calculation of Basic Leave Conversion Payment (Payment 2)</u>: In addition to the Early Retirement Incentive Payment (payment 1), an eligible employee will receive a basic leave conversion for unused basic leave days to a maximum of 83 days. The payment equals the number of the employee's accumulated unused basic leave days, not to exceed 83 days, multiplied by the employee's daily rate of pay. The daily rate of pay is calculated from the last year of full-time service.

<u>Employer Contribution to the Health Care Savings Plan</u>: A full-time employee retiring after age 50 with a minimum of ten full years of service is also eligible for an Employer contribution toward the Minnesota State Retirement System's Health Care Savings Plan. The accumulative total of this contribution will not exceed the following calculation: \$35 multiplied by the employee's accumulated unused basic leave days in excess of 140 days as of the date of retirement.

<u>Maximum Benefit</u>: A combined total of (1) early retirement incentive payment (payment 1), (2) basic leave conversion payment (payment 2), and (3) the Employer contribution to the Health Care Savings Plan must not exceed the employee's last full year salary.

# <u>APPENDIX B – Community Educator Coordinators</u>

<u>Coordinator</u>		
Steps	2020-21 Salary	
1	83,504	
2	86,782	
3	90,061	
4	93,339	
5	96,619	
6	99,898	

#### Health Insurance Contribution towards Employer's Insurance:

Type of	Effective	Effective
Coverage	07/01/20	01/01/21
Single	\$504.99	\$560.00
Single + One	\$881.61	\$930.00
Family	\$1130.92	\$1200.00

#### **Dental Insurance Contribution towards Employer's Insurance:**

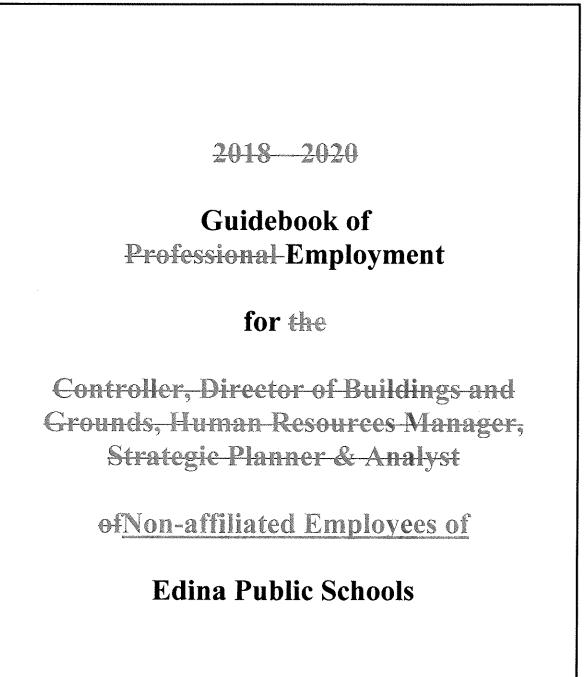
Type of Coverage	Effective 07/01/20
Single	\$37.67
Single + One	\$44.56
Family	\$65.78

**Performance Based Pay Incentive:** An employee who has successfully achieved the employee's goals set with the supervisor may receive up to \$1,200.00. The amount of payment may vary based on budgetary restrictions and significance of goals achieved.

#### **RETIREMENT BENEFITS**

Employer's maximum contribution towards tax-deferred matching contribution: \$2000

Employer's match towards tax-deferred matching contribution: 2%



July 1, 2018 June 30, 2020

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# 1. INTRODUCTION

Edina Public Schools ("District") believes that its employees are one of its most important assets. The following gGuidebook for-<u>its non-affiliated employees Controller</u>, Director of Buildings and Grounds, Human Resources Manager, and Strategic Planner Analyst ("Employee"(s)) hasve been designed to facilitate and enhance the role of employees in providing programs and services to all members of the community. <u>This guidebook has been approved by the Board of Education</u> of Independent School Employer No. 23, Edina Public Schools ("Employer").

No provision of this gGuidebook is intended to create a contract between the <u>EmployerDistrict</u> and employee, or to limit the rights of the <u>EmployerDistrict</u> and its employees to terminate the employment relationship at any time, with or without cause. This gGuidebook is a general statement of policy, to be modified and applied by the <u>EmployerDistrict</u> at its discretion.

# ARTICLE I EMPLOYMENT

# Section 1.1 - Employment Information

An eEmployees will be provided with employment information including a statement including, at a minimum, the position title, the employee's regular work assignment, the employee's start date, salary information, and if the employee is eligible for benefits, the normal work week and work year, any contingencies or variables, the start date, the monthly or annual salary, and the employee benefits eligibility. A copy of the position job description and a copy of Tthis gGuidebook is available on the district's website, will accompany this employment information.

Section 1.2 - Credit for Outside Experience

Experience credit may be granted by the Human Resources Department for appropriate outside experience at the time of employment.

# Section 1.23 - Preliminary Evaluation Period

The first year <u>of an following an employee's initial employment with the DistrictEmployer</u> or the first year following <u>a new assignment</u> promotion will be a <u>preliminaryspecial</u> evaluation <u>period</u> during which the <u>DistrictEmployer</u> will evaluate whether the employee's skills and abilities are a good match with the requirements and responsibilities of the position's requirements and responsibilities. The <u>DistrictEmployer</u> retains the discretion to terminate an employment relationship when the employee does not appear to be a good fit with the job<u>for any reason</u> during this first-year evaluation period.

This evaluation period does not affect the fundamental at-will nature of the employment relationship with the <u>DistrictEmployer</u>.

1.4 <u>Rights and Obligations</u>

#### -1.4.1 Rights of Council Members

Nothing in this Agreement denies or restricts any rights the administrator may have under state or federal law.

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State law has vested in the Employer the authority to manage, control and direct the operation of the school district, and to adopt, modify or repeal policies, rules and regulations for the district. All such authority of the Employer continues unimpaired, except as limited by a specific provision of this Agreement.

#### 2. WORK YEAR

#### 2.1 - Duty Weeks and Vacation Days

In general, aAn employee works all calendar days, except those designated as holidays by the District. The appendices to the guidebook contain exceptions to this general statement, administrator will work the number of assigned duty weeks each fiscal year. The maximum number of duty weeks is 18 weeks.

An administrator assigned to 48 weeks will receive 25 days of vacation annually. An administrator assigned less than 48 weeks will receive a prorated allotment. The scheduling of vacation days is by mutual agreement between the supervisor and administrator.

When attending conventions or other professional meetings, it may be necessary for administrators to attend meetings or travel to or from the meeting site on weekends. Days used for this purpose will be considered duty days and an appropriate modification of the work year should be made by mutual agreement between the administrator and supervisor.

Administrators may carry forward up to 25 vacation days into the next fiscal year. In unusual circumstances, the Superintendent may approve additional carryover or up to 10 days of paid vacation at the end of the school year. At the time of separation from the district, the administrator will be paid for any remaining unused vacation days, based upon an accrual at the time of separation. In unusual circumstances, additional carryover may be approved by the Superintendent.

#### 2.2 ----Holidays

During the employee's duty year, an employee is entitled to paid holidays each calendar year as designator by the Employer. Administrators have 11 holidays each fiscal year as designated by the Employer.

2.3 <u>Compensatory Time</u>

Administrators may request, or be requested to exchange days worked outside the contracted weeks for vacation days during the contracted weeks. This exchange requires the approval of the supervisor and the administrator.

#### 2.3 Vacation

In general, a full-time, full-year employee receives 25 vacation days annually. This provision may be prorated based upon an employee's work year. The appendices to the guidebook contain exceptions to this general statement. The scheduling of vacation days is by mutual agreement between the supervisor and employee.

<u>A full-time, full-year employee may carry forward up to 25 vacation days into the next fiscal</u> year. In unusual circumstances, the Superintendent may approve additional carryover or up to 10 days of paid vacation at the end of the fiscal year.

An employee who provides proper notice, as determined by the Employer, when leaving employment or has the employee's yearly contract non-renewed will received remaining unused vacation days, based upon an accrual at the time of employment termination.

#### 2.4 Attendance at Conference on Weekends

When attending conventions or other professional meetings as requested by the Employer, it may be necessary for an employee to attend meetings or travel to or from the meeting site on weekends. As a professional exempt employee, the employee may be flexible in the employee's work week when weekend meetings or travel occur.

#### 2.4 Strikes and Emergency Closings

If the school year is extended due to a strike or work stoppage by other employees, administrators who are required by the Employer to perform duties beyond their contracted number of days will receive compensation on a per diem basis for the performance of these duties.

#### 3. 2. 5- CALCULATION OF DAILY RATE OF PAY

To determine an <u>employeeadministrator</u>'s daily rate of pay, the <u>employee's</u> annual base salary is divided by 22<u>9</u>4 days.

#### 3. TAX-DEFERRED MATCHING CONTRIBUTION-PLAN

An Employer contribution is payable to an administrator's tax-deferred matching contribution plan, subject to the following subsections.

3.1 Matching Salary Deduction

The Employer contribution is not payable unless the administrator authorizes a matching salary reduction up to the amount he or she is eligible to receive under Subsection 3.3.3.

#### 3.2 Employer Contribution

The amount of the Employer contribution will be up to two percent of the administrator's annual base salary with a maximum Employer contribution of \$3,000 per year. If a change in training for the administrator is approved after the school year begins, the two percent will be adjusted to include the additional salary, up to the maximum allowed. If subsequent agreements are settled after the school year begins, the two percent will be adjusted to include any additional raise in the administrator's salary, up to the maximum allowed.

#### 3.3 Administrator and Employer Contribution

The Employer contribution and matching administrator contribution will be made to a district-approved company of the administrator's choice, subject to Subsection 3.3.1. The administrator is responsible for making all arrangements required with the vendor to ensure that proper payment can be made by the Employer.

#### 3.4 Special Situations

Administrators on sabbatical leave are eligible to participate in the tax-deferred matching contribution plan. Administrators on other types of leave are not eligible to participate in the tax-deferred matching contribution plan.

# 4. HEALTH AND WELFARE BENEFITS

The Employer will provide <u>a full-time employee with administrators the</u> health and welfare benefits as <u>described below and in the appendices to these guidebooks</u>follows. It is understood that the provisions described are general statements of the coverages provided and that the <u>administrator's eligibility of an employer</u> for benefits is governed by the terms of the master insurance contracts in force between the Employer and the insurers providing coverage.

#### 4.1 --- Life Insurance Benefit

#### 4.1.1 Basic Group Life Insurance

An <u>employee administrator</u> is eligible for basic group term life insurance coverage in <u>whole</u> thousands to an amount equal to two times the employee's wice his or her basic annual salary rounded up to the next whole thousand. If insurance coverage exceeds \$250,000, the insurance provider may require proof of insurability. The Employer pays the entire premium for this coverage.

#### 4.1.2 Supplemental Coverage

An <u>employee</u>administrator may also apply for supplemental coverage in \$10,000 increments up to the <u>employeeadministrator</u>'s basic annual salary. Premiums for this coverage will be paid by the <u>employeeadministrator</u> through payroll deduction.

An employee Administrators who elects electing to take the maximum supplemental coverage will receive an additional elemployer-paid supplemental coverage in an amount equal to the employee administrator's basic annuale salary rounded up to the next whole thousand.

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

# 4.21.3 Accidental Death and Dismemberment CoverageInsurance Benefit

An <u>employee</u>administrator is eligible for accidental death and dismemberment- insurance coverage in an amount equal to four times <u>the employee</u> shis or her basic annual salary rounded up to the next whole thousand.- The Employer pays the entire premium for <u>thissuch</u> coverage.

# 4.32 Long-Term Disability Insurance Benefit Income Protection Insurance

An <u>employee administrator</u> is covered by <u>income protectionlong-term disability</u> insurance in the amount of two thirds (2/3) of the <u>employeeadministrator</u>'s basic annual salary up to a maximum benefit of \$10,000 per month. Payments begin after 65 days of continuous absence due to disability and (1) continue to age 70; or (2) if the disabling event occurs after 70, payments will occur for 12 months; or (3) if the disabling event occurs prior to age 70 but continues after age 70 and the administrator has not received 12 months in benefits, payments <u>willoceurwill occur</u> for 12 months. Long-term disability benefits are available after age 65 according to a schedule set forth in a revised insurance certificate, and the amount of the benefit is coordinated with any Social security benefit. The Employer pays the entire premium.

An administrator receiving <u>long-term disabilityineome protection</u> insurance benefits also remains eligible for the Employer contributions for <u>hospital-medicalmedical</u> insurance.

# 4.43 Hospitalization-Medical Insurance

Participation in the medical insurance programs is voluntary. The Employer will contribute the following-amount designated in the applicable appendix s toward the monthly premium of each administrator-full-time employee enrolled in the coverages available.

Type of Coverage	Current 07/01/18	Effective 01/01/19
Single	\$617	<del>\$617</del>
Single + One	\$1314	<del>\$1314</del>
Family	\$1735	<del>\$1735</del>

An employee will contribute through payroll deduction, any excess monthly premium over the Employer contribution toward the type of coverage for which the employee is enrolled. In the event-an-administrator-selects-a-medical insurance plan for which the monthly premium is less than the Employer contribution, the Employer will deposit, into an administrator's health savings plan, the difference between the Employer contribution and the amount of the monthly premium.

An administrator will contribute, through payroll deduction, any excess monthly premium remaining after the Employer's contribution toward the type of coverage for which the

administrator is enrolled. If the Employer contribution exceeds the insurance premium, any excess will be paid in salary to the employee.

# 4.54 — Dental Insurance

The Employer will provide a dental insurance program for full-time <u>administratorsemployees</u>. Participation in this program is voluntary. The Employer will contribute up to the <del>following</del> <del>amountsamount designated in the applicable appendices</del> toward the monthly premium for each <u>administrator employee</u> enrolled in the coverages available.

Type of Coverage	Effective 07/01/18
Single	<del>\$40</del>
Single + One	<del>\$75</del>
Family	<del>\$121</del>

An <u>employeeadministrator</u> enrolled in the program will contribute through payroll deduction, any excess of monthly premium over the Employer contribution toward the type of coverage for which the <u>administrator employee</u> is enrolled.

# 4.6 Flexible Benefits Plan

An employee is eligible to participate in the Flexible Benefits Plan established by the Employer pursuant to Section 125 of the Internal Revenue Code, provided, however that an employee meets all other requirements for eligibility set forth in the Plan.

# 5. **PROFESSIONAL EXPENSES**

# 5.1 — Automobile Travel Reimbursement

Approved mileage for travel outside the district is reimbursed at the current IRS mileage rate established by the Employer. When an <u>employee</u> is requested to represent the <u>districtEmployer</u> at a meeting or to visit a site beyond the district, the Employer will reimburse the person at the current per mile rate.

# 5.2 Meetings in Pursuit of District Employer Interests

The Employer will reimburse an administrator employee for necessary expenses incurred while attending authorized meetings representing the interests of the district.

# **5.3 Professional Meetings**

The Employer will reimburse an administrator-<u>employee</u> for necessary expenses incurred for Employer-approved attendance at local, state, and national conventions, conferences, workshops, seminars and institutes. See also Section 6.6. Policy on Reimbursable Convention Expenses, and School Board policies.<u>6.6 Professional Leave</u>

<u>Professional leave without deduction from pay or accumulated basic leave may be approved to</u> permit attendance at professional meetings, subject matter conferences, professional visitation of an approved school system or institution of higher learning, or the carrying out of other professional duties. -This professional leave must be approved in advance by the Superintendent or his/her authorized representativedesignee. See also Section 5.3.

# 5.4 Membership in Professional Organizations

An administrator's mMembership in professional organizations may enhance <u>his or herthe</u> <u>employee's</u> ability to exercise educational leadership within the <u>districtEmployer</u>. When the Employer requests an <u>administrator employee</u> to belong to a professional organization, either for a specific <u>school-fiscal</u> year or on a continuing basis, the Employer will reimburse the <u>administrator employees</u> for fees associated with the membershippaid by the Employer. The Superintendent will notify an administrator in writing of eligibility for reimbursement.

The Employer will-may pay the membership dues for one approved national organization and one approved state organization for each administrator. An approved list of professional organizations will be jointly determined by the administrative committee on policies and procedures.

# 5.5 Technology Allowance

An employee will be eligible for up to \$400 per year as a technology allowance. In order to receive the allowance of \$400 or a portion there of, the employee must submit a request for reimbursement and approval from the employee's supervisor. The employee may carry over this allowance, up to \$2000.

Use of funds may include but are not limited to hardware/software for professional use that will mutually benefit the district and employee.

The technology allowance will not be distributed in salary or payout to an employee.

# 5.5 Tuition Reimbursement

If the Employer requests that an administrator takes a specific course or courses from an academic institution, the Employer will reimburse the administrator for tuition costs. The Superintendent will notify the administrator in writing of the specific course or courses requested by the Employer for which the administrator will be reimbursed. A request may be initiated by the administrator.

# 6. BASIC LEAVES OF ABSENCE ALLOWANCE

# 6.1 Basic Leave

An administrator receives a one-time basic leave allowance of 35 days in addition to the amount granted below annually. An employee receives Basic leave allowance in the amount of 18 days of basic leave allowance annually on July 1. An employee who is hired or whose employment is terminated will have the basic leave allowance prorated for partial fiscal years of service. Unused basic leave may accumulate without limit. is granted each fiscal year according to the

following schedule, provided that an administrator has served for a minimum of 20 business days within the fiscal year. Leave not used during the fiscal year may accumulate without limit.

#### 6.1 Basie Leave 6.1.1 Employee Illness

An administrator-employee may use one day of accumulated basic leave for each day of personal illness.

An administrator employee who has been absent may be required to present a statement to the Director of Human Resources human resources department from a physician verifying an illness and certifying that the administrator employee has recovered sufficiently to return to his or herto the employee's normal duties. An administrator employee absent more than five consecutive working days may be required toutst present this certification. If the Employer requires a certification for an absence of less than six days, the Employer will designate the physician and is responsible for paying the cost of the physician's examination. For certification of absences greater than five consecutive working days, an administrator will be responsible for paying the cost of the Employer requires examination by a specified physician, in which instance the Employer will be responsible for paying the cost of the employer will be responsible for paying the cost of the employer will be responsible for paying the cost of the employer requires examination by a specified physician, in which instance the Employer will be responsible for paying the cost of the examination.

#### 6.1.2 Family Illness or Bereavement Leave 6.3 Family Illness or Bereavement Leave

An employeeadministrator may use accumulated basic leave provided for absences due to an illness or injury to the administrator employee's dependent child for reasonable periods as the administrator's attendance with the child may be necessary, on the same terms the employee administrator is able to use accumulated basic leave for the administrator employee's own illness or injury. A "dependent child" means a child under 18 years of age or a child under age 20 who is still attending secondary school.

For necessary absence because of illness or death in the immediate family, an administrator employee may deduct up to five days per incident a reasonable amount of days per incident from accumulated basic leave at no salary deduction. The immediate family includes husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, or any relative or non-relative living in the household of the administrator others required by state law. When a physician certifies that in-home care is essential because of illness or injury of an administrator employee's spouse, the administrator employee may deduct up to 15 days from accumulated basic leave with no salary deduction.

For necessary absence because of illness or death in the close family or friends, an administrator employee may deduct up to three days a reasonable number of days per incident from accumulated leave at no salary deduction. per incident from accumulated basic leave at no salary deduction. The close family includes grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, first cousin.

For necessary absence because of the death of friends or relatives outside the immediate or close family, an administrator may deduct up to two days from accumulated basic leave at no salary deduction. An administrator may, without deduction from pay or sick leave, attend local funerals when the absence involves approximately two hours.

6.1.34 Personal Business Leave

For necessary absence required for the transaction of personal business that cannot be completed outside business hoursoutside normal work hours, up to four days during any fiscal year may be deducted from accumulated basic leave at no salary deduction. Requests for personal business leave must be submitted to the administrator employee's immediate supervisor in writing at least three duty days in advance of the requested personal leave day, except in cases of extreme emergency, and must be approved by the Superintendent or his/her authorized representative.

# 6.1.45 Religious Observance Leave

Up to three days leave are available to an administrator employee for required religious observance. These days must be recognized as religious holidays and are not permitted for circumstances where personal alternative attendance options exist. These days will be deducted from an employee administrator's accumulated basic leave. Notification must be submitted to the Superintendent, in writing, at least three days prior to such absence.

#### 6.1.5 Basic Leave Coordination with Workers Compensation Benefits

Basic leave benefits are coordinated with any other-received workers compensation benefits. received by an administrator from Workers' Compensation or other sources paid for, in whole or in part, by the Employer, so that <u>T</u>the total pay received by an <u>employee</u>administrator from all sources does not exceed the<u>e administrator employee</u>'s regular daily rate of pay. The <u>employeeadministrator</u>'s basic leave will be deducted the amount necessary to bring the administrator comployee to his or her regular daily rate of pay.

If the administrator has exhausted employee exhausts the employee's his or her accumulated basic leave, the administrator employee is entitled only to the workers compensation benefits available from sources other than basic leave.

#### 6.2 Disaster-LeaveSick Leave Pool

A sick leave pool for employees who exhausted their basic leave has been established. To access this pool, contact the human resources department for more information.

The purpose of the sick leave pool is to provide additional basic leave days to those employees suffering from a catastrophic accident, illness, or a recurring illness. The sick leave pool coordinates with an employee's long-term disability ("LTD") benefit that may begin after an employee has been absent from work 65 consecutive work days. After 65 consecutive days of absence, the employee is no longer eligible to draw from the sick leave pool, but may be eligible for LTD, as determined by the Employer's carrier. For the duration of the contract, refer to the Siek Leave Pool Memorandum of Understanding which supersedes this section upon the establishment off the Siek Leave pool. The Employer will provide disaster leave coverage for an administrator who has exhausted accumulated basic leave days prior to the commencement of income protection insurance benefits. An administrator becomes eligible for 15 consecutive business days, as certified by a physician. Disaster leave payments begin on the first business day following the last day of basic leave payment, and continues only for the period during which the administrator remains continuously disabled and unable to work.

# 6.3 Parenting Leave

Disaster leave payments will cease in any event after the 65<sup>th</sup> duty day of absence. An employee may be granted a full-time leave of absence without pay for a period of up to 12 months for the purpose of providing care for a newborn or newly-adopted child or children. Whenever possible, written application for such leave will be submitted to the human resources department at least four months prior to the expected commencement of the leave.

Parenting leave may be granted to begin immediately upon the termination of any period of disability resulting from pregnancy and childbirth or the date of placement of an adopted child. By mutual agreement between the Employer and an employee, parenting leave may also be granted to begin before any period of physical disability resulting from the pregnancy. However, once a parenting leave without pay has commenced, accumulated basic leave pay is no longer available for the remainder of the leave without pay.

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

An employee returning from parenting leave will be returned to the position held when placed on leave, or if not available, to any other position for which the employee is licensed and qualified. Following return to work, the employee will be credited with the amount of the employee's unused basic leave.

An employee on parenting leave remains eligible, upon request, for participation in all insurance programs other than income protection insurance, but must pay the entire premium for the selected insurance coverage. Premium payments must be received by the district's insurance administrator at least one month in advance.

Any period of parenting leave taken under this provision is used simultaneously with any applicable period of leave for which the employee is eligible under state and federal leave acts. 6.3 Family Illness or Bereavement Leave

An administrator may use accumulated basic leave for absences due to an illness or injury to the administrator's dependent child for reasonable periods as the administrator's attendance with the child may be necessary, on the same terms the administrator is able to use accumulated basic leave for the administrator's own illness or injury. A "dependent child" means a child under 18 years of age or a child under age 20 who is still attending secondary school.

For necessary absence because of illness or death in the close family, an administrator may deduct up to three days per incident from accumulated basic leave at no salary deduction. The

For necessary absence because of illness or death in the immediate family, an administrator may deduct up to five days per incident from accumulated basic leave at no salary deduction. The immediate family includes husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, or any relative or non-relative living in the household of the administrator. When a physician certifies that home care is essential because of illness or injury of an administrator's spouse, the administrator may deduct up to 15 days from accumulated basic leave with no salary deduction.

elose family includes grandparents, grandehildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, first cousin.

For necessary absence because of the death of friends or relatives outside the immediate or close family, an administrator may deduct up to two days from accumulated basic leave at no salary deduction. An administrator may, without deduction from pay or sick leave, attend local funerals when the absence involves approximately two hours.

#### 6.4 Personal Business Leave

For necessary absence required for the transaction of personal business that cannot be completed outside business hours, up to four days during any fiscal year may be deducted from accumulated basic leave at no salary deduction. Requests for personal business leave must be submitted to the administrator's immediate supervisor in writing at least three duty days in advance of the requested personal leave day, except in cases of extreme emergency, and must be approved by the Superintendent or his/her authorized representative.

#### 6.5 Religious Observance Leave

Up to three days leave are available to an administrator for required religious observance. These days must be recognized as religious holidays and are not permitted for circumstances where personal alternative attendance options exist. These days will be deducted from an administrator's accumulated basic leave. Notification must be submitted to the Superintendent, in writing, at least three days prior to such absence.

#### 6.6 Professional Leave

Professional leave without deduction from pay or accumulated basic leave may be approved to permit attendance at professional meetings, subject matter conferences, professional visitation of an approved school system or institution of higher learning, or the carrying out of other professional duties. This professional leave must be approved in advance by the Superintendent or his/her authorized representative. See also Section 5.3.

#### 6.47 Superintendent's Discretionary Leave

Any circumstance that arises necessitating the absence of an <u>employee</u>administrator not specifically included in any of the sections above may be granted as discretionary leave. This leave must be approved in advance by the Superintendent or <u>his/her authorized</u> representative<u>d</u>esignce.

#### 6.8 Incentive Leave

The Employer will grant one unrestricted incentive leave day with pay to an administrator who completed the full prior school year without using any basic leave allowance for personal sick leave or family leave or personal business leave, as provided for in Sections 6.1, 6.2, 6.3, and 6.4 of this Agreement. This incentive leave day may be used upon three days of written notice to the Superintendent. This incentive leave day may not be accumulated from one-year to the next.

#### 6.54 Judicial Leave

An administrator who is subpoenaed or called for jury duty will be compensated for the difference between regular pay and pay received for the performance of such obligation.

#### 7. LONG-TERM LEAVES

#### 7.1 Sabbatical Leave

Sabbatical leave for study or professional improvement may be approved for an administrator who has been continuously employed in the district for six or more full school years, of which at least three years must be in an administrative position. Applicants with a Master's Degree or training beyond the Master's Degree must submit for prior approval a detailed summary of plans for study, research, and/or travel. Applications must be submitted between September 15 and December 15 for a sabbatical leave for the next fiscal year.

The Employer may post a request for sabbatical applications relating to school district initiatives. The Employer will seek qualified applicants with an interest in the topic to consider applying for the sabbatical opportunity. This interest may coincide with an administrator's graduate course work and/or final projects.

#### 7.1.1 Full-Time Sabbatical Leave

A full-time sabbatical leave-will be for one contract year and compensated for in the following manner:

Years of Service in the District*	Percentage of Base Salary Paid by	
	the Employer	
<del>7th year</del>	<del>50%</del>	
8th <del>yeu</del> r	60%	
9th-year	<del>65%</del>	
<del>10th year</del>	<del>7()0/</del> 0	
l-Hh-year	75%	

\* Years of service or the number of years since the expiration of an administrator's last sabbatical leave.

The percent of base salary paid by the Employer is based on the full-time salary the administrator would receive if not on sabbatical leave. An administrator's compensation from grants, aids, and Employer payment while on sabbatical is limited to the administrator's base salary but for the sabbatical.

If an administrator's compensation from grants, aids, G.I. Bill and Employer payment while on sabbatical is in excess of the administrator's base-salary but for the sabbatical, then the Employer's payment will be reduced by the amount in excess of the administrator's base annual salary. Salary received by the administrator for services performed while on sabbatical leave, such as assistantships, is not included under an administrator's compensation as described above.

An administrator on subbatical leave remains eligible, upon request, for participation in all insurance programs available under this

Agreement. The Employer contribution toward insurance coverage is prorated by the same percentage as the percentage of the administrator's base salary paid by the Employer while on sabbatical, as noted in the above table. An administrator electing to continue insurance coverage while on sabbatical leave will contribute, through payroll deduction, any excess premium over the Employer's contribution.

#### 7.1.2 Half-Time Sabbatical Leave

Full-time administrators may apply for a half-time sabbatical leave. This type of leave is granted on a half-time basis at full pay for the contract year. Half-time service is defined as equivalent to half the number of weeks in the regular contract. The minimum length of service in the school district to qualify is the same as that for a full-time sabbatical.

#### 7.1.3 Sabbatical Leave Candidate Selection

The following factors should be considered in determining which qualified applicants should receive sabbatical leave if there are more applicants than leaves available:

The primary objective should be to improve an administrator's competence in his or her present positions or to achieve proficiency in an area where the district has determined a need exists for a specific competency.

An administrator who is subject to reassignment due to reduction or discontinuation of positions may benefit from a sabbatical leave to retrain himself or herself to better serve the district in subsequent years.

It should be reasonably possible to provide a replacement for the year that the administrator is on sabbatical leave.

An administrator who has previously been granted a sabbatical as an administrator, or is applying for a travel leave without a plan of graduate study, will not be considered for selection unless there are no other qualified applicants.

After the above factors have been considered, if two or more candidates are considered equal. leave will be granted on the basis of seniority in the district.

Selection for sabbatical leave is on the condition that the administrator returns to the school district for a period of at least one school year following the sabbatical leave. The final recommendation for approval of sabbatical leave is made by the Superintendent.

#### 7.1.4 Number of Leaves

One sabbatical leave for administrators may be approved each contract year.

An approved sabbatical leave may be rescheduled for good cause to another mutually agreeable time period.

#### 7.2 Long-Term Leaves of Absence Without Pay

A long-term leave of absence without pay may be requested. The granting or denial of such requests is at the discretion of the Employer. In order to be eligible for such leave, an administrator must have completed three fiscal years of service with the Employer.

All long-term leaves of absence, except for health reasons, must be requested prior to March 1, and if approved by the Employer, will be for a period of one fiscal year, except that a leave of absence for health reasons will be for an initial period of the remainder of the fiscal year in which the leave begins. An administrator on a long-term leave must notify the Superintendent by March 1 of each fiscal year that (1) he or she intends to return at the beginning of the next fiscal year, or (2) request a renewal of the long term leave without pay. Failure of the administrator on long-term leave of absence without pay to notify of the intent to return or renew is considered a resignation by the administrator. Each renewal of a long-term leave of absence will be for a period of one year. No long-term leave may be renewed more than twice.

An administrator granted a long-term-leave of absence will be returned to employment at the end of the leave of absence to a position for which the administrator is licensed. In the event the administrator's leave is renewed, the administrator will be returned to employment at the end of the leave provided there is a vacant position for which the administrator is licensed and qualified. Failure to return upon expiration of leave of absence will result in termination of employment.

An administrator on a long term leave of absence remains eligible, upon request, for participation in all insurance programs other than income protection insurance, but must pay the entire premium for the insurance coverage. Premium payments must be received by the Employer's insurance administrator at least one month in advance.

No administrator will be granted experience credit while on a long-term leave of absence.

#### 7.3 Parent Leave

An administrator is granted a leave of absence without pay for a period of up to 12 months for the purpose of providing full-time care for a newborn or newly-adopted child or children. Whenever possible, written application for the leave will be submitted to the Director of Human Resources at least four months prior to the expected commencement of the leave.

Parent leave may be granted to begin immediately upon the termination of any period of disability resulting from pregnancy and childbirth or the date of placement of an adopted child. By mutual agreement between the Employer and an administrator, parent leave may also be granted to begin before any period of physical disability resulting from the pregnancy. However, once a parent leave without pay has started, accumulated basic leave pay is no longer available for the remainder of the leave without pay.

Additionally, in the case of adoptions, by mutual agreement between the Employer and the administrator, an administrator may use up to and including 25 days of accumulated basic leave prior to the adoption to fulfill requirements of the adoption. These days may include, but are not limited to, pre-adoption consultation, legal counsel, legal proceedings and naturalization proceedings. These days need not be consecutive.

An administrator may use up to and including five days of accumulated basic leave after the birth of a child or after an adoption.

In approving a parent leave of absence, the Employer will confirm to the administrator approval of the leave, including the date on which the parent leave will end. An administrator may return to work prior to the date designated in the approved parent leave only if approved by the Employer in its sole discretion. Failure to return to work on the designated date will be considered a voluntary termination of employment unless a leave extension is approved by the Employer.

An administrator returning from parent-leave will be returned to the position held when placed on leave, or if not available, to any other position for which such administrator is licensed and qualified, subject to approval of physician certifying the return and to the discontinuance of position provisions incorporated in this Agreement. Following return to duty, the administrator will be credited with the amount of his or her unused basic leave.

An administrator on parent leave remains eligible, upon request, for participation in all insurance programs other than income protection insurance, but must pay the entire premium for the insurance coverage. Premium payments must be received by the district's insurance administrator at least one month in advance.

All administrative applicants must complete and return the Family Medical Leave application forms. Any period of parent leave taken under this provision must be used simultaneously with any period of leave for which the administrator is eligible under the Family Medical Leave Act.

# 78. **RETIREMENT** AND RETIREMENT PLANNING

#### 78.1 — Benefits Continuations Insurance

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A. Eligibility. In order to be eligible to continue the benefits defined in this Section 7.1.1. an employee must: (1) have a minimum of 10 full years of service; (2) be employed full-time at the time of separation of service; (3) be 50 years of age or older; (4) not be returning to employment with the Employer; and (5) not being discharged for cause, misconduct, inefficiency, incompetence or any other disciplinary reason, as determined by the Employer.

B. Benefit Continuation. An employee who meets the eligibility in Section 7.1.1 is eligible, upon terminating employment with the Employer, to continue to participate in the Employer's life, dental and medical insurance at the employee's expense until the employee reaches Medicare eligibility.

A full-time administrator resigning after age 50 with a minimum of 10 full years of service is eligible to continue, at the administrator's own expense, participation in the Employer's group insurance programs for life, dental, and medical insurance until the administrator's full retirement age as defined by the U.S. Department of Health and Human Services or the administrator's death whichever occurs first. Continued participation by an administrator, at the administrator of the full retirement age and age 70, may be available from some carriers. Conversion to an individual medical insurance policy is available at full retirement age.

-Between the Controller, Human Resource Manager. Director of Buildings and Grounds, and Strategic Planner and Analyst, and Independent School District 273. Edina Public Schools

This Memorandum of Understanding ("MOU") is entered into by and between the Controller, Human Resource Manager, Director of Buildings and Grounds, and Strategie Planner and Analyst and Independent School District 273, Edina-Public Schools (the "District"). The purpose of this MOU is to establish the amount the District will contribute to the Heath Reimbursement Account ("HRA") for administrators ("Employees"). The offective date of this MOU is July 1, 2015.

Controller, Human-Resource Manager, Director of Buildings and Grounds. Strategie Planner and Analyst

For Employees hired after August 1, 2013:

- The District shall make an annual contribution into an HRA in accordance with Schedule A for the first ten (10) years of an Employee's tenure with the District, with a possible total District contribution of up to \$65,000 throughout an Employee's career.
- The funds contributed by the District and placed in an HRA for Employees hired after August 1, 2013, shall not vest with the Employee until they have served seven (7) consecutive years With the District. Upon an Employee's departure from the District, any funds that have not vested shall revert back to the District.
- 3. The District shall retain control of any funds contributed into an HRA on behalf of an Employee until those funds have vested. The District shall remain responsible to invest any funds and pay any associated fees until the funds vest with the Employee, at which
- 4. The District shall deposit the appropriate amount of money into the HRA by June 30 of the completed year of service. The District's first payment into the HRA shall be by June 30. 2016.

Schedule A (Employees hired after 8/1/2013)			
Year-1	· <u>\$1.000</u>		
<del>Year-2</del>	<u>\$1.000</u>		
<del>Yeur-3</del>	<u>\$1.000</u>		
<del>Year-4</del>	\$-1 <del>.</del> 000		
<del>Year 5</del>	<del>\$3.500</del>		
<del>Year 6</del>	<u>\$3.500</u>		
¥ear-7	\$ <del>7.500</del>		
Year-8	\$-11-500		
Year-9	\$ <del>15,500</del>		
¥ear-10	<del>\$19.500</del>		

For employees hired after July 1, 2010 and on or before August 1, 2013:

- 1. The District shall make an annual contribution into an HRA in accordance with Schedule B for the next eight (8) years of an Employee's employment with the District, with a possible total District contribution of up to \$65,000 throughout an Employee's career.
- 2. The funds contributed by the District and placed in an HRA for the Employees hired after July 1, 2010 and on or before August 1, 2013, shall not vest with the employee until the fifth (5<sup>1</sup>h) consecutive year of contribution. Upon an Employee's departure from the District, any funds that have not vested shall revert back to the District.
- 3. The District shall retain control of any funds contributed into an HRA-on behalf of an Employee until those funds have vested. The District shall remain responsible to invest any funds and pay any associated fees until the funds vest with the Employee, at which point those responsibilities shall be transferred to the Employee.
- The District shall-deposit the appropriate amount of money into the HRA-by-June
   30 of the completed year of service. The District's first payment into the HRA-shall be June 30;
   2016.

Schedule B (Employees hired after 7/1/2010 and before 8/1/2013)			
<del>Year 1</del>	\$ <del>1.000</del>		
Year-2	<del>\$2.000</del>		
<del>Year 3</del>	\$3.000		
Year-4	\$4,000		
Year 5	\$ <del>5.000</del>	Vested	
<del>Year 6</del>	\$10.000		
<del>Year 7</del>	\$15.000		
Year 8	\$ <del>25.000</del>		

#### ------8-1-3-Retiree-Life-Insurance

An administrator who retires after age 55, qualifies for the early retirement payments under Section-8.2.1, and has worked at least 20 years as an employee in an accredited institution of education, or for other governmental employers, may select one of the following life insurance continuation options:

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

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

#### 8.2 Early Retirement Payments

#### 8.2.1 Eligibility

To be eligible for the early retirement payments described below, an employee must be retiring after age 50 and have been a full-time employee of Edina Public Schools for a minimum of ten full years.

#### 8.2.2 Deadline for Application

Application for the early retirement payments for retirement at the end of the school year must be submitted to the Human Resources Office by February 1. The Employer, in its sole discretion, may approve a retirement request effective at a date prior to the end of the fiscal year. Application for this consideration for "mid-year" retirement must be submitted by the end of the previous fiscal year.

#### 8.2.3 Distribution of Early Retirement Payments

An administrator cligible for the early retirement payments will receive payment in two installments. The first payment will be on the last day of the month the administrator retires in an amount equal to two-thirds (2/3) of the early retirement incentive payment amount. The remaining one-third (1/3) will be paid the following January 15.

If an administrator applied for mid-year retirement, as defined above, the amount of early retirement payments are based on the last full fiscal year of employment.

The early retirement payments (early retirement incentive payment and basic leave conversion payment) will be deposited in the administrator's 403(b) account to the maximum extent allowed by the 403(b) administrator and any remainder of the payment will be deposited into the administrator's account with Minnesota State Retirement System's Health Care Savings Plan.

#### 8.2.4 Calculation of Early Retirement Incentive Payment

An eligible administrator will receive an early retirement incentive payment based on 48 weeks and 120 days. The number of duty weeks and the daily rate of pay are calculated from the last year of full-time service.

#### -8.2.5 Calculation of Basic Leave Conversion Payment

In addition to the Early Retirement Incentive Payment, an eligible administrator will receive a basic leave conversion for unused basic leave days at a maximum of 83 days. The payment equals the number of accumulated unused basic leave days, not to exceed the maximum number of days in the table below, multiplied by the daily rate of pay for the administrator. The number of duty weeks and the daily rate of pay are calculated from the last year of full-time service.

8.3 Employer Contribution to the Health Care Savings Plan

A full-time administrator retiring after age 50 with a minimum of ten full years of service is also eligible for an Employer contribution toward the Minnesota State Retirement System's Health Care Savings Plan. The accumulative total of this contribution will not exceed the following calculation: \$35 multiplied by the administrator's accumulated unused basic leave days in excess of 140 days as of the date of retirement. A combined total of carly retirement incentive payment, basic leave conversion payment, and the Employer contribution to the Health Care Savings Plan must not exceed the administrator's last full year salary.

#### 7.2 Tax-Deferred Matching Contribution Plan

An Employer contribution is payable to an administrator's tax-deferred matching contribution plan, subject to the following subsections.

7.2.1 Matching Salary Deduction: The Employer contribution is not payable unless the employee authorizes a matching salary reduction up to the amount the employee is eligible to receive under Subsection 7.2.2.

7.2.2 Employer Contribution: The amount of the Employer contribution will be up to percentage designated in the applicable appendix of the administrator's annual base salary with a maximum Employer contribution defined in the appendix.

7.2.3 Employee and Employer Contribution: The Employer contribution and matching employee contribution will be made to an Employer-approved company of the employee's choice, subject to this section. The employee is responsible for making all arrangements required with the vendor to ensure that proper payment can be made by the Employer.

#### 9. PROFESSIONAL DEVELOPMENT AND TECHNOLOGY ALLOWANCE

Administrators will be eligible for up to \$250 per administrator for professional development/technology allowance per year. In order to receive the allowance of \$250 or a portion thereof, the employee must apply and receive prior approval from his or her supervisor. The administrator may carry over this allowance, up to \$2000.

Use of funds may include:

- 1. Conventions, seminars, workshops (registration, travel, meals and accommodations):
- 2. Tuition and materials for training or graduate courses;
- 3. Hardware/software-for-professional use-that-will-mutually-benefit-the-district and administrator; or
- 4. Dues for professional education organizations not presently paid by the district.

The allowance will not be distributed in salary or payout to any current or past administrator.

10. DURATION AND RENEGOTIATION OF AGREEMENT

10.1— <u>Duration</u>	
	2018. and will continue in full-force and
10.2 - Effect of Agreement	
Any and all prior agreements, resolutions, prac regarding terms and conditions of employment provisions of this Agreement, are hereby super-	to the extent inconsistent with the
11. DOCUMENT AUT	HORIZATION
IN WITNESS WHEREOF, the parties have signed this Ag day ofday.	reement this
FOR	FOR
THE GUIDEBOOK OF PROFESSIONAL EMPLOYMENT	
Controller	Director of Human Resources
Director of Buildings and Grounds	Director of Business Services
Human-Resources-Manager	
Strategic Planner & Analyst	

#### ADMINISTATIVE SALARY STRUCTURE

<u>Year in Position</u> Effective July 1, 2016, a year in the position is defined as commencement of position duties prior to January 1.

Longevity-Differential -An-administrator who has worked in the Edina Public Schools for more than ten-years will receive an increase of \$1.000 to his or her annual salary each year.

<u>Performance Based Pay Incentive</u> An administrator who has successfully achieved his or her goals and has met the criteria established by the joint Council and Employer performance pay incentive committee will receive up to \$2,150.00 added to his or her annual salary.

Stipend An administrator, who has a doctorate degree, will receive \$2000 annually which will be added to his or her annual salary

APPENDIX A - Controller and Director of Buildings and Grounds B

Health Insurance Contribution towards Employer's Insurance:

<u>Type of</u> Coverage	Effective 07/01/20	Effective 01/01/21
Single	<u>\$617</u>	\$625.92
<u>Single + One</u>	<u>\$1314</u>	\$1342.88
Family	<u>\$1735</u>	<u>\$1764.06</u>

Dental Insurance Contribution towards Employer's Insurance:

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

<u>New Hire, Basic Leave Allotment:</u> A newly hired employee will receive a one-time basic leave allowance of 35 days in addition to any amount provided for a given fiscal year.

<u>Performance Based Pay Incentive: An administrator employee who has successfully achieved his</u> or herthe employee' goals set with the supervisor and has met the criteria established by the joint <u>Council and Employer performance pay incentive committee will receive up to \$2,150.00-added</u> to his or her annual salary.

# 2018-2020-Salary-Schedule

	Controller—18-weeks			
Steps	2018-19-Salary	2019-20-2020-21 Salary		
1	<del>\$ 89,334</del>	\$ 91,121		
2	\$ 94,917	\$ 96,815		
3	<del>\$ 100.500</del>	\$ 102,510		
4	\$- <del>106,084</del>	\$ 108,206		
5	<del>\$-111,</del> 667	\$ 113,900		

Steps	2018-19 Salary	2019-20-Salary	
-	······································		
+	<u>\$-88.380</u>	<del>\$ 90.14</del> 8	
2	<del>\$-93.904</del>	<del>\$ 95,782</del>	
2	\$-99,429	\$-101-418	
4	\$ 104.952	\$ 107.051	
5	\$-110.475	\$-1-1-2-685	

Director of Buildings and Grounds —48-weeks			
Steps	2018-19-Salary	20 <u>20</u> +9-21⊕ Salary	
_		¢ 00 61 6	
1	\$97,564	\$ 99,515	
2	<del>\$103.6</del> 62	\$105,735	
3	<del>\$109.760</del>	\$111,955	
4	\$115.858	\$118,175	
5	\$121,956	\$124,395	

Strategi	e Planne	r and A	<del>nalvst -</del>	-48-weeks
0				

Steps	2018-19 Salary	2 <del>019-20 Salary</del>
_		-
+	\$125.772	<u>\$128.287</u>
2	\$126.842	\$129.379
ਹੈ	\$127,913	\$130,471
	<u>\$128,983</u>	\$131,563
5.	\$130.054	\$132.655
6	\$131.122	\$133.744
7	<del>\$133.26</del> 4	<u>\$135.929</u>

#### RETIREMENT BENEFITS

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

#### Employer's match towards tax-deferred matching contribution: 3%

#### HRA Contribution, For Employees hired after August 1, 2013:

The Employer will make annual contributions into an HRA for 10 years in accordance with Schedule A for a total Employer contribution of up to \$65,000. The funds contributed by the Employer and placed in an HRA for the employee vested with the employee after the seven consecutive years of employment with the Employer. The Employer retains control of any funds contributed into an HRA on behalf of an Employee until those funds have vested. The Employer remained responsible to invest any funds and pay any associated fees until the funds vest with the Employee, at which point those responsibilities are transferred to the Employee. The Employer will deposit the appropriate amount of money into the HRA by June 30<sup>th</sup> of the completed year of service. If the employee was employed prior to June30, 2016. The Employer's first payment into the HRA was June 30, 2016.

Schedu	ale A (Employees hired after 8/1/2013)	
Year 1	\$1.000	
Year 2	<u>\$1.000</u>	
Year 3	<u>\$1.000</u>	
Year 4	<u>\$1.000</u>	
Year 5	<u>\$3.500</u>	
Year 6	<u>\$3.500</u>	

Year 7	<u>\$7,500</u>
Year 8	<u>\$11,500</u>
Year 9	<u>\$15.500</u>
<u>Year 10</u>	\$19,500

# HRA Contribution, For Employees hired before August 1, 2013:

The Employer will make annual contributions into an HRA for 8 years in accordance with Schedule B for a total Employer contribution of up to \$65,000. The funds contributed by the Employer and placed in an HRA for the employee vested with the employee after the fifth consecutive year of contribution. The Employer retains control of any funds contributed into an HRA on behalf of an Employee until those funds have vested. The Employer remained responsible to invest any funds and pay any associated fees until the funds vest with the Employee, at which point those responsibilities are transferred to the Employee. The Employer will deposit the appropriate amount of money into the HRA by June 30th of the completed year of service. The Employer's first payment into the HRA was June 30, 2016.

Schedule B (Employee	s hired before August 1, 20	13
Year 1 - June 30. 2016	\$1,000	
Year 2 – June 30, 2017	\$2.000	
Year 3 – June 30, 2018	\$3.000	
Year 4 – June 30, 2019	\$4.000	
Year 5 June 30, 2020	\$5.000	Vested
Year 6 – June 30, 2021	\$10,000	
Year 7 – June 30, 2022	\$15,000	
Year 8 – June 30, 2023	\$25,000	

# Retirement Payments Benefit: s

<u>Eligibility</u>: <u>To be eligible for the early-retirement payments described below, an employee must</u> be retiring after age 50 and have been a full-time district employee of Edina Public Schools for a minimum of ten full years.

Application: Application for the retirement payments for retirement at the end of the school year must be submitted to the Human Resources Office by February 1. The Employer may approve a retirement request effective at a date prior to the end of the fiscal year. Application for this consideration for "mid-year" retirement must be submitted by the end of the previous fiscal year.

Distribution of Retirement Payments (Payment 1 and Payment 2): <u>An administratoremployee</u> eligible for the early retirement payments will receive payment in two installments. The first payment will be on the last day of the month the administrator employee retires in an amount equal to two-thirds (2/3) of the early-retirement incentive payment amount. The remaining onethird (1/3) will be distributed paid the following January 15.

If an employeeadministrator applied for mid-year retirement, as defined above, the amount of early-retirement payments are based on the last full fiscal year of employment.

The early-retirement payments (early retirement incentive payment and basic leave conversion payment) will be deposited in the administrator employee's 403(b) account to the maximum extent allowed by the 403(b) administrator and any remainder of the payment will be deposited

into the administrator employee's account with Minnesota State Retirement System's Health Care Savings Plan.

<u>—Calculation of Early Retirement Incentive Payment (Payment 1): An- full-time eligible</u> <u>administrator</u>employee will receive an early-retirement incentive payment of based on 48 weeks and 120 days. The number of duty weeks and t The daily rate of pay isare calculated from the last year of full-time service.

<u>8.2.5</u> Calculation of Basic Leave Conversion Payment (Payment 2): In addition to the Early Retirement Incentive Payment (payment 1), an eligible administrator employee will receive a basic leave conversion for unused basic leave days toat a maximum of 83 days. The payment equals the number of the employee's accumulated unused basic leave days, not to exceed the maximum 83 number of days in the table below, multiplied by the employee's daily rate of pay for the administrator. The number of duty weeks and the daily rate of pay are calculated from the last year of full-time service.

Employer Contribution to the Health Care Savings Plan: A full-time administrator employee retiring after age 50 with a minimum of ten full years of service is also eligible for an Employer contribution toward the Minnesota State Retirement System's Health Care Savings Plan. The accumulative total of this contribution will not exceed the following calculation: \$35 multiplied by the administrator employee's accumulated unused basic leave days in excess of 140 days as of the date of retirement.

Maximum Benefit: A combined total of (1) early retirement incentive payment (payment 1), (2) basic leave conversion payment (payment 2), and (3) the Employer contribution to the Health Care Savings Plan must not exceed the administrator employee's last full year salary.

# APPENDIX B - Community Educator Coordinators

	Coordinator
	<u>2020-21 Salary</u>
Steps	83.504
	86.782
2	90.061
<u>3</u>	93.339
.4	96.619
<u>5</u>	99,898
<u>6</u>	

Health Insurance Contribution towards Employer's Insurance:

		and the second design of the s
	Effective	Effective
Type of	07/01/20	01/01/21
Coverage	\$504.99	<u>\$560.00</u>
Single	\$881.61	<u>\$930.00</u>
Single + One	\$1130.92	\$1200.00
Family		<u></u>

Dental Insurance Contribution towards Employer's Insurance:

Effective 07/01/20
\$37.67
<u>\$44.56</u>
<u>\$65.78</u>

Performance Based Pay Incentive: An employee who has successfully achieved the employee's goals set with the supervisor may receive up to \$1,200.00. The amount of payment may vary based on budgetary restrictions and significance of goals achieved.

# RETIREMENT BENEFITS

Employer's maximum contribution towards tax-deferred matching contribution: \$2000

Employer's match towards tax-deferred matching contribution: 2%



DEFINING EXCELLENCE

Board Meeting Date: 11/9/2020

#### TITLE: Expenditures Payable 10-01-20

**TYPE:** Consent

PRESENTER(S): John Toop, Director of Business Services

#### BACKGROUND:

01	General Fund	\$2,596,529.82
02	Food Service Fund	\$67,732.10
04	Community Service Fund	\$28,290.15
06	Construction	\$2,581,781.60
	Long Term Facility Maintenance	
	Technology	
07	Debt Redemption Fund	\$0.00
12	Construction -2015 Building Bond	\$0.00
20	Internal Service - Dental Self Insurance	\$0.00
50	Student Activities	\$0.00
	Total Expenditures	\$5,274,333.67

**RECOMMENDATION:** It is recommended that the Board approve the payment of expenditures as appended.

PRIMARY ISSUE(S) TO CONSIDER: None

#### **ATTACHMENTS:**

1. October Check Register

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RUNNERS/CAPITAL	MASSP MEMBERSHIP MASSP MEMBERSHIP REGISTER-J. JOHNSON REGISTER-J. CARTER REGISTER-J. MARSHAL	MEMBERSHIP FEES-PB	MACKIN BOOKS-ND	RAZ KIDS ADD-ON LIC	MILEAGE	UNLEADED FUEL DIESEL FUEL	SVMS SECURITY	PLUMBING SAW BLADE CUSTODIAL SUPPLIES SUPPLIES DW GROUNDS SUPPLIES OIL DRY ABSORBENT MAINT. SUPPLIES	ECC INSTALLATION SE ECC FURNITURE	INTERPRETER-SP ED INTERPRETER-EL	OFFICE SUPPLIES OFFICE SUPPLIES	SEP20 WATER MGMT PG	POOL SUPPLIES POOL SUPPLIES	DESCRIPTION			
0.00	0000000 00000000 000000000000000000000	0.00	0.00	0,00	0.00	0.00 0.00	0.00	0.0000000000000000000000000000000000000	0.00	0.00 0.00 0000	0.00 0.00	0.00	0.00 0.00 0000	SALES TAX			PAGE
768.60	40.00 865.00 865.00 865.00 865.00 865.00 865.00	40.00	600.64	69,96	22.43	1,723.90 10,305.61 12,029.51	56,442.61	7.53 16.72 7.49 17.81 17.81 17.81 23.20 25.30 25.30 43.31 157.22	1,510.32 4,168.92 5,679.24	175.00 210.00 385.00	43.26 389.99 433.25	3,322.42	2,013.65 5,236.96 7,250.61	AMOUNT			PAGE NUMBER: 10 ACCTPA21

20.55 34.25	0.00	#062492 - EXPLODE T #062494 - EXPLODE T	433 433	NBOW RESOURCE CE 01526420740000 NBOW RESOURCE CE 01526420740000	RAINBOW RAINBOW	10/14/20 27566 10/14/20 27566	378839 378839	A101.00 A101.00
29.95	0.00	HOT/COLD CNTR OCT20	401	PREMIUM WATERS INC 01008105000000	PREM	10/14/20 06953	378838	A101.00
7,303.96	0.00	SVMS SECURITY	520	RAIRIE ELECTRIC CO 01019865380000	PRAI	10/14/20 15331	378837	A101.00
8,391.50	0.00	SERVICES-OCT20	305	PLANSOURCE 01005105000000	PLAN	10/14/20 30930	378836	A101.00
6,199.72 8,232.30 14,432.02	0.00	STD TRANSPORT-AIDES STD TRANSPORT-SEP20	360 360	K ADAM TRANSPORT 01009760723000 K ADAM TRANSPORT 01009760723000	PARK PARK	10/14/20 13475 10/14/20 13475	378835 378835 CK	A101.00 A101.00 TOTAL CHE
990.15	0.00	EHS ANTENNA INSTALL	305	PARALLEL TECHNOLOGI 01021865384000	PARA	10/14/20 22297	378834	A101.00
34,650.00	0.00	PLATFORM LICENSE FE	405	ANORAMA EDUCATION 01005108154000	PANO	10/14/20 32742	378833	A101.00
18.37 48.99 67.36	0.00	OFFICE SUPPLIES OFFICE SUPPLIES	401 401	ICE DEPOT INC 01528203000000 ICE DEPOT INC 01528203000000	OFFICE	10/14/20 04661 10/14/20 04661	378831 378831 CK	A101.00 A101.00 TOTAL CHE
70.00 70.00 140.00	0.00	DOT BAJARI, JEFF DOT BALFANZ, BRUCE	305 305	OCCUPATIONAL MEDICI 01009760720000 OCCUPATIONAL MEDICI 01009760720000	occu	10/14/20 17215 10/14/20 17215	378830 378830 CK	A101.00 A101.00 TOTAL CHE
1,430.16	0.00	REPAIR HEAT-WGHT RM	350	01019810000000	NAC	10/14/20 18615	378828	A101.00
140.00	0.00	INTERPRETER-SP ED	358	TILINGUAL WORD I 01005420419000	MULT	10/14/20 21732	378827	A101.00
52,068.98 716,770.42 768,839.40	0.00	RETIREES/COBRA CURRENT TEACHERS	291 L215.20	PEIP 01005203797000 PEIP 01	MN P	10/14/20 26125 10/14/20 26125	378825 378825 CK	A101.00 A101.00 TOTAL CHE
742.63 50.00 792.63	0.00	STROBE KIT, IC HI B FILTER	402 402	MEST BUS PARTS I 01009760720000 MEST BUS PARTS I 01009760720000	MIDWE	10/14/20 22660 10/14/20 22660	378824 378824 CK	A101.00 A101.00 TOTAL CHE
71.84	0.00	CUSTODIAL SUPPLIES	401	ARDS- BURNSVILLE 01020810000810	MENARDS	10/14/20 30147	378823	A101.00
182.20 -39.96 50.68 56.24 249.16	0.0.0.0 0.00000 0000000	PAINT SUPPLIES CREDIT GROUT SUPPLIES GROUT SUPPLIES	401 401	MENARDS - RICHFIELD 01019810000810 MENARDS - RICHFIELD 01019810000810 MENARDS - RICHFIELD 01019810000810 MENARDS - RICHFIELD 01019810000810	MENA MENA MENA	10/14/20 30025 10/14/20 30025 10/14/20 30025 10/14/20 30025 10/14/20 30025	378822 378822 378822 378822 CK	A101.00 A101.00 A101.00 A101.00 TOTAL CHE
-17.98 22.64 32.33 41.55 102.12 117.96 1,067.22	000000000000000000000000000000000000000	LEAKY TOILET PART 2 CUSTODIAL SUPPLIES SUPPLIES LEAKY TOILET PART 2 DW GROUNDS GORUNDS SUPPLIES	401 401 401 401 401	ARDS - EDEN PRAI 0152881000000 ARDS - EDEN PRAI 01020810000810 ARDS - EDEN PRAI 01529810000810 ARDS - EDEN PRAI 01529810000000 ARDS - EDEN PRAI 015288100000820 ARDS - EDEN PRAI 01020810000000	MENARDS MENARDS MENARDS MENARDS MENARDS	10/14/20 30024 10/14/20 30024 10/14/20 30024 10/14/20 30024 10/14/20 30024 10/14/20 30024 10/14/20 30024	378821 378821 378821 378821 378821 378821 378821 CK	A101.00 A101.00 A101.00 A101.00 A101.00 A101.00 T0TAL CHEC
AMOUNT	SALES TAX	DESCRIPTION	ACCNT	BUDGET CODE	NAME	ISSUE DT VENDOR	CHECK NO	CASH ACCT
						GENERAL	- 01 -	FUND
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PAGE NUMBER: 11 ACCTPA21	PAG		FUND	EDINA - LIVE CHECK REGISTER - BY		λGY	LL TECHNOLOGY /02/2020 :47:50	SOURCEWELL DATE: 11/C TIME: 14:4

86.83	0.00	Ē	366	TEAMWORKS INTERNATI 01005010000000	10/14/20 20444	378855	A101.00
190.00	0.00	SVMS SECURITY	520	SIGNUM SIGNS AND GR 01019865380000	10/14/20 17725	378852	A101.00
$171.16 \\ -171.16 \\ 0.00$	0.00 0.00	PAPER, WATERCOLOR, PAPER, WATERCOLOR,	430 430	SCHOOL STATIONERS C 01529212000000 SCHOOL STATIONERS C 01529212000000	10/14/20 23880 / 10/14/20 23880	378851 378851 V ECK	A101.00 A101.00 TOTAL CHE
368.40 33.24 401.64	0.00 0.00	HEADPHONES GRADE 1 FOLDERS GRADE 1	430 430	SCHOOL SPECIALTY IN 01533203000000 SCHOOL SPECIALTY IN 01533203000000	10/14/20 09066 10/14/20 09066	378850 378850 ECK	A101.00 A101.00 TOTAL CHE
392.70 189.80 69.90 25.97 678.37	00000	SCHOL NEWS GRADE 4 SCHOLASTIC ACTION. DYNA-MATH PROMOTI ESTIMATED SHIPPING/	433 433 333 333 433 333 433 333 433 433	SCHOLASTIC INC 01532203000000 SCHOLASTIC INC 01019407740000 SCHOLASTIC INC 01019407740000 SCHOLASTIC INC 01019407740000	10/14/20 14679 10/14/20 14679 10/14/20 14679 10/14/20 14679 10/14/20 14679	378849 378849 378849 378849 378849	A101.00 A101.00 A101.00 A101.00 TOTAL CHE
112.00 23.88 78.50 214.38	0000 00000 00000	GEM SWAB ALTO SAX BAND SUPPLIES SOUSAPHONE REPAIR	430 350	SCHMITT MUSIC 01021258000250 SCHMITT MUSIC 01021258000250 SCHMITT MUSIC 01021258000250	10/14/20 06400 10/14/20 06400 10/14/20 06400	378848 378848 378848 ECK	A101.00 A101.00 A101.00 TOTAL CHE
98.88	0.00	OFFICE TREATS	490	SAM'S CLUB/SYNCHRON 01020211000000	10/14/20 13425	378847	A101.00
12,250.00	0.00	KEEPING THE REPUBLI	460	SAGE PUBLICATIONS I 01005211302000	10/14/20 14517	378846	A101.00
1,856.50 2,767.00 4,623.50	0.00	GEN DISTRICT ISSUES SP ED RELATED ISSUE	305 306	RUPP ANDERSON SQUIR 01005110000000 RUPP ANDERSON SQUIR 01005400000000	10/14/20 26495 10/14/20 26495	378845 378845 ECK	A101.00 A101.00 TOTAL CHE
195.00	0.00	OCT-DEC20 FEES	820	ROTARY CLUB OF EDIN 01005105000000	10/14/20 15238	378844	A101.00
204.20 99.50 303.70	0.00	BLDG SOFTNER SALT BLDG SOFTNER SALT	401 401	ROBERT B HILL CO 01527810000810 ROBERT B HILL CO 01527810000810	10/14/20 10684 10/14/20 10684	378843 378843 ECK	A101.00 A101.00 TOTAL CHE
115.74 385.80 501.54 1,273.14 694.44 2,970.66	000000 0000000 00000000000000000000000	ED SERVICES-C&T ED SERVICES-C&T ED SERVICES-C&T ED SERVICES-C&T ED SERVICES-C&T	00000 000000	ROBBINSDALE AREA SC 01005211000000 ROBBINSDALE AREA SC 01005211000000 ROBBINSDALE AREA SC 01005211000000 ROBBINSDALE AREA SC 01005211000000 ROBBINSDALE AREA SC 01005211000000	10/14/20 22711 10/14/20 22711 10/14/20 22711 10/14/20 22711 10/14/20 22711 10/14/20 22711	378842 378842 378842 378842 378842 378842 378842	A101.00 A101.00 A101.00 A101.00 A101.00 TOTAL CHE
100.00	0.00	CHEMISTRY BOOK REFU	460	RICK STANDISH 01021211000000	10/14/20 32744	378841	A101.00
2,880.00	0.00	CHEM HEALTH SER-1/1	394	RELATE COUNSELING C 01005400000000	10/14/20 31129	378840	A101.00
13.70 20.55 13.36 102.41	0000	#062496 - EXPLODE T #062500 - EXPLODE T ESTIMATED SHIPPING/	443 433 333	RAINBOW RESOURCE CE 01526420740000 RAINBOW RESOURCE CE 01526420740000 RAINBOW RESOURCE CE 01526420740000	10/14/20 27566 10/14/20 27566 10/14/20 27566	378839 378839 378839 378839 ECK	A101.00 A101.00 A101.00 TOTAL CHE
AMOUNT	SALES TAX	DESCRIPTION	ACCNT	NAME BUDGET CODE	ISSUE DT VENDOR	r check no	CASH ACCT
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				and transact.period='4'	: transact.yr='21' 5/21	N CRITERIA: NG PERIOD:	SELECTION ACCOUNTING
PAGE NUMBER: 12 ACCTPA21	PAGE		FUND	EDINA - LIVE CHECK REGISTER - BY	DGY	LL TECHNOLOGY /02/2020 :47:50	SOURCEWELI DATE: 11/( TIME: 14:/

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10/21/20 18771 10/21/20 18771	10/21/20 12444	10/21/20 26064 10/21/20 26064 10/21/20 26064 10/21/20 26064 10/21/20 26064 10/21/20 26064 10/21/20 26064	10/21/20 24971	10/21/20 30234	10/21/20 31372	10/14/20 24336 10/14/20 24336	/14/20 /14/20 /14/20 /14/20 /14/20 /14/20	10/14/20 14932 10/14/20 14932 10/14/20 14932 10/14/20 14932 10/14/20 14932 10/14/20 14932	/14/20 /14/20		10/14/20 22468 10/14/20 22468	10/14/20 32747	10/14/20 22892	10/14/20 20444	ISSUE DT VENDOR	GENERAL	: transact.yr='21' 5/21	DGY
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221.47 1,497.50	52.51	140.00 240.00 480.00 1,480.00 1,481.50 1,815.00 4,702.50	173.94	137.00	658	18,135.00 1,813.50 19,948.50	1,292.60 2,678.15 77.07 6,707.96	195.51 237.65 417.96 177.70 693.19	275.00 27.50 302.50	82.50	509.00 709.00 1,218.00	55.00	301.24	1,250.00 1,336.83	AMOUNT			PAGE NUMBER: 13 ACCTPA21

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FUND - 01 - GENERAL

A101.00 A101.00 TOTAL CHECK	A101.00 A101.00 TOTAL CHECK	A101.00	A101.00	A101.00 A101.00 TOTAL CHECI	A101.00 A101.00 A101.00 TOTAL CHE	A101.00 A101.00 A101.00 TOTAL CHECK	A101.00	A101.00 A101.00 TOTAL CHECK	A101.00	A101.00 A101.00 A101.00 TOTAL CHECK	A101.00 A101.00 A101.00 A101.00 A101.00 A101.00 A101.00 A101.00 A101.00 CHECK	TOTAL CHECK	CASH ACCT	
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/21/20	10/21/20 30930	$\begin{array}{c} 10/21/20 & 28451\\ 10/20 & 20/20 & 20/20\\ 10/20 & 20/20\\ 10/20 & 20/20\\ 10/20 & 20/20\\ 10/20 & 2$	10/21/20 15623	10/21/20 27482	10/21/20 18615	10/21/20 15692 10/21/20 15692 10/21/20 15692	10/21/20 10755	10/21/20 31024	10/21/20 30024 10/21/20 30024 10/21/20 30024	10/21/20 16463	10/21/20 11079 10/21/20 11079 10/21/20 11079	10/21/20 14980	10/21/20 17682	10/21/20 10090	10/21/20 31119	ISSUE DT VENDOR	GENERAL	transact.yr='21' 5/21	JGY
B OF EDIN	PLANSOURCE 0	ORKIN, 546-ST.PAUL 0 ORKIN, 546-ST.PAUL 0	NORMANDALE COMMUNIT O	NATIONAL INSURANCE 0	NAC 0	MSBA MINNESOTA S 0 MSBA MINNESOTA S 0 MSBA MINNESOTA S 0	MN DEPT OF LABOR AN O	MINUTEMAN PRESS 0	MENARDS - EDEN PRAI 0 MENARDS - EDEN PRAI 0 MENARDS - EDEN PRAI 0	MASSP-MN ASSOC OF S O	MASPA/STATE NEGOTIA 0 MASPA/STATE NEGOTIA 0 MASPA/STATE NEGOTIA 0	MASBO 0	MALLOY MONTAGUE KAR O	MACKIN EDUCATIONAL 0	JOSTENS, INC 0	NAME		<pre>L' and transact.period='4'</pre>	CHECK
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2,412.55 240.00	7 C F K	88855555555555555 880.000000000000000000	105,525.00	10,000.00	1,607.42	35.00 90.00 185.00	100.00	421.00	-10.99 25.77 65.11 79.89	865.00	910.00 -40.00 120.00 990.00	110.00	2,500.00	482.42	2,774.75	AMOUNT			PAGE NUMBER: 15 ACCTPA21

CHECK	
REGISTER - BY	EDINA - LIVE
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PAGE NUMBER: 16 ACCTPA21

SELECTION CRITERIA: transact.yr='21' and transact.period='4' ACCOUNTING PERIOD: 5/21

SOURCEWELL TECHNOLOGY DATE: 11/02/2020 TIME: 14:47:50

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378921 378922	378919 378919 378919 378919	378917	378916 378916 378916 378916 378916	378915 378915 CK	378914 378914 ICK	378913 378913 378913 378913 378913	CHECK NO 378911 378912 378912 378912 378912 378912 378912 378912 378912 378912 378912 378912 378912 378912 378912 378912 378912	- 01 -
10/21/20 31371 10/21/20 22468	10/21/20 26581 10/21/20 26581 10/21/20 26581	10/21/20 30096	10/21/20 06805 10/21/20 06805 10/21/20 06805 10/21/20 06805	10/21/20 24740 10/21/20 24740	10/21/20 19808 10/21/20 19808	10/21/20 09066 10/21/20 09066 10/21/20 09066 10/21/20 09066	ISSUE DT VENDOR 10/21/20 26568 10/21/20 06400 10/21/20 06400	GENERAL
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COPIER LEASE 8/1-11 CS GROUNDS-PUSH MOW	BKGD CHECKS-EPS EMP BKGD CHECKS-STU TEA BKGD CHECKS-CONSTRU	SUPRESSION INSPECTI	STH GRADE SUPPLIES STH GRADE SUPPLIES STH GRADE SUPPLIES STH GRADE SUPPLIES	WE THINKERS! VOLUME ESTIMATED SHIPPING/	SEWING KITS - 7&8 F FABRIC 7&8 FACS	PAPER, WATERCOLOR, ONLINE ORDER ACCOUN 2039323 X-ACTO ELEC 020754 ERASER CAPS	SV SEC-WINDOW WORK FRENCH HORN REPAIR FRENCH HORN REPAIR EUPHONIUM REPAIR BARITONE REPAIR EUP REPAIR-YAMAHA OBOE REPAIR-YAMAHA OBOE REPAIR-JUPITER TROMBONE REPAIR-YAM BAND MUSIC	
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5,880.00 2168.15 2108.15 2108.15 2108.15 2108.15 252.35 252.35 1258.15 3,080.00 721.00 72.00 72.00 72.00 72.00	-10.56 177.35 386.67 520.09 520.09 1,005.869 1,281.38 1,397.07 2,735.48 8,480.80	, 649	1,450.00	6,044.84	AMOUNT			PAGE NUMBER: 17 ACCTPA21

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8,517.67 13,421.09 15,739.03 6,937.28 7,222.79 24,595.65 2,745.58 6,175.88	ACCTPA21 AMOUNT ACCTPA21 AMOUNT AMOUNT 3,360.50 2,240.75 2,240.75 1,442.00 721.00 721.00 1,442.00 1,442.00 1,442.00 1,442.00 1,442.00 1,55.40 1,442.00 1,55.40 1,442.00 1,55.40 1,442.00 1,55.40 1,442.00 1,55.40 1,442.00 1,55.40 1,442.00 1,55.40 1,442.00 1,55.40 1,442.00 1,55.40 1,442.00 1,55.40 1,442.00 1,55.40 1,442.00 1,55.40 1,55.40 1,442.00 1,55.40 1,55.40 1,55.40 1,03.55.40 1,442.00 1,55.40 1,442.00 1,55.40 1,442.00 1,55.40 1,442.00 1,55.40 1,442.00 1,55.40 1,442.00 1,55.40 1,442.00 1,55.40 1,442.00 1,55.40 1,442.00 1,55.40 1,442.00 1,55.40 1,442.00 1,55.40 1,442.00 1,55.40 1,442.00 1,55.40 1,55.40 1,55.40 1,442.00 1,55.40 1,5	

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A101.00 3 A101.00 3 TOTAL CHECK A101.00 A101.00 A101.00 A101.00 A101.00 TOTAL CHECK A101.00 3 A101.00 3 TOTAL CHECK A101.00 A101.00 A101.00 A101.00 A101.00 TOTAL CHECK A101.00 3 A101.00 3 TOTAL CHECK A101.00 3 A101.00 3 TOTAL CHECK SELECTION CRITERIA: ACCOUNTING PERIOD: A101.00 A101.00 CASH ACCT CHECK NO A101.00 A101.00 A101.00 A101.00 A101.00 A101.00 A101.00 A101.00 TOTAL CHECK FUND - 01 - GENERAL 378947 378947 378947 378941 378938 378938 378935 378935 378933 378933 378933 378933 378933 378931 378931 378945 378945 378943 378942 378942 378944 378940 378939 378936 378934 378932 378948 378946 : transact.yr='21' 5/21 10/28/20 10/28/20 10/28/20 10/28/20 10/28/20 10/28/20 10/28/20 10/28/20 10/28/20 10/28/20 10/28/20 10/28/20 10/28/20 10/28/20 10/28/20 10/28/20 10/28/20 10/21/20 05410 10/21/20 05410 ISSUE DT VENDOR 10/28/20 32766 10/28/20 91715 10/28/20 00402 10/28/20 10/28/20 92668 10/28/20 10/28/20 10/28/20 05628 10/21/20 22297 10/28/20 01012 01012 91323 91323 00500 32610 31224 31224 28080 92585 32752 32752 10501 32071 32071 32071 32071 32071 93 SKIP LLC BORK GARY AMY KELLEY AMY KELLEY BSN BSN NAME BRIAN KOEHLER BRIAN KOEHLER BLAKE A SCHROEPFER 01021294000663 AUTO PLUS/UNI-SELEC 01009760720000 ASTLEFORD INTERNATI 01009760720000 ASTLEFORD INTERNATI 01009760720000 XCEL ENERGY BUSBY TREVOR BOILER SERVICES BRATTON DONALD BOSE THOMAS N BAKER MATT APPLE INC ADVANCED IMAGING SO 01005850302000 PARALLEL TECHNOLOGI 01019865380000 V SPORTS, LLC V SPORTS, LLC V SPORTS, LLC INC 0152681000000 01009760720000 01009760720000 01009760720000 01009760720000 01009760720000 01005211154000 01005211154000 01005211154000 01021294000663 01021296000663 01021294000654 01021296000664 01021296000664 01021294000663 01021291000254 01021291000254 01008810000000 01529810000000 01021294000654 01021296000664 01005630154000 BUDGET CODE R050 302 302 333333 3000 000 000 000 000 000 330 330 302 401 350 302 302 302 302 302 302 302 402 402 402 530 370 520 ACCNT SV STICKERS SOCIAL DISTANCE : 1" STICKERS SEP20 AUG20 MAY20 JUL20 JUL20 JUN20 GIRLS SWIM&DIVE GIRLS SWIM&DIVE ECC: 8/20/20-9/21/2 HL: 8/23/20-9/22/20 BOILER TUNE UP VARSITY BOYS SOCCER VARSITY GIRLS SOCCE KT WINDOW SWITCH PRK BRK PUBLIC FORUM DEBATE POLICY DEBATES (2) 9TH GRD FOOTBALL BYS SOCCER REG REFU SVMS SAFETY GRANT JV FOOTBALL GIRLS SWIM&DIVE 9TH GRD BOYS SOCCER STANDARD MINIATU 50 LEASE PAYMENTS-11/0 ----DESCRIPTION----IPAD GEN 7 SOLAR: SOLAR: SOLAR: SOLAR: SOLAR: TRANSP TRANSP TRANSP TRANSP FOR Х IIS w SALES TAX 0.00 0.00 0.00 0.00 0.00 0.00 0000 0.00 0.00 0.00 0.00 0.00 0.000.000 0.00 0.00 0.00 0.00 7,251.45 8,080.78 141,736.28 2,014.81 17,432.85 163.50 19,611.16 10,320.88 14,700.00 229.07 307.69 333.40 351.34 372.71 1,594.21 2,530.45 4,230.75 70.00 140.00 210.00 68.50 68.50 137.00 75.00 75.00 150.00 118.80 130.64 249.44 245.00 AMOUNT 60.00 75.00 12.00 79.00 79.00

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140.00	0.00	BOYS DEBATE (2)	302	01021291000254	GEORGE SONNY LOGAN	10/28/20 32764	378962	A101.00
660.63	0.00	STARTER, STR 12V	402	01009760720000	FLEETPRIDE	10/28/20 01190	378961	A101.00
89.00	0.00	VARSITY FOOTBALL	302	01021294000654	FERN NATHAN R	10/28/20 93345	378960	A101.00
431.25	0.00	TESTING	305	01009760720000	ESCREEN, INC.	10/28/20 30636	378959	A101.00
15.00	0.00	SHREDING-BUS GARAGE	401	01009760720000	SHRED RIGHT	10/28/20 21013	378958	A101.00
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60.00	0.00	9TH GRD BOYS SOCCER	302	01021294000663	DAVID ALLEN STEPHEN	10/28/20 32753	378956	A101.00
70.00 70.00 70.00 210.00	0.000	DEBATE DAY 1 DEBATE DAY 2 DEBATES (5)	302 302	01021291000254 01021291000254 01021291000254 01021291000254	DANIEL AARON FRANK- DANIEL AARON FRANK- DANIEL AARON FRANK-	10/28/20 32763 10/28/20 32763 10/28/20 32763	378955 378955 378955 CK	A101.00 A101.00 A101.00 TOTAL CHEC
26,585.00	0.00	INSTALLMENT #5	L215.70	01	DAKOTA TRUCK UNDERW	10/28/20 26286	378954	A101.00
3,222.35 3,584.22 6,806.57	0,00 0,00	EMPLOYEE WITHHOLDIN EMPLOYEE WITHHOLDIN	L215.25 L215.25	01 01	COMBINED INSURANCE	10/28/20 26773 10/28/20 26773	378953 378953 CK	A101.00 A101.00 TOTAL CHECK
60.00	0.00	9TH GRD BOYS SOCCER	302	01021294000663	CHAD BOVEE	10/28/20 30135	378952	A101.00
307.14 394.90 86.98 136.39 925.41	0.00000	<pre>VV: 10/10/20-11/09/ EHS: 10/10/20-11/9/ DO: 09/12/20-10/11/ CV: 10/10/20-11/09/</pre>	320 320 320	0102081000000 01021810000000 01005620000000 01532810000000	CENTURYLINK CENTURYLINK CENTURYLINK CENTURYLINK	10/28/20 24945 10/28/20 24945 10/28/20 24945 10/28/20 24945 10/28/20 24945	378951 378951 378951 378951 378951 CK	A101.00 A101.00 A101.00 A101.00 TOTAL CHECI
135.18 213.65 572.00 800.42 1,170.95 2,892.20		<pre>VV: 9/15/20-10/14/2 BG: 9/15/20-10/14/2 EHS: 9/15/20-10/14/ CN: 9/15/20-10/14/2 CS: 9/15/20-10/14/2</pre>	4440 4440 4400000	0102081000000 01009760720000 01021810000000 01527810000000 01528810000000	CENTERPOINT ENERGY CENTERPOINT ENERGY CENTERPOINT ENERGY CENTERPOINT ENERGY	10/28/20 15056 10/28/20 15056 10/28/20 15056 10/28/20 15056 10/28/20 15056	378950 378950 378950 378950 378950 CK	A101.00 A101.00 A101.00 A101.00 A101.00 TOTAL CHECK
41,520.00 70,930.00 112,450.00	0.00 0.00	QUOTE LPMM110 LENOVO L14 LAPTOPS-	530 530	01005630154000 01005630154000	CDW GOVERNMENT	10/28/20 18771 10/28/20 18771	378949 378949 CK	A101.00 A101.00 TOTAL CHE
AMOUNT	SALES TAX	DESCRIPTION	ACCNT	BUDGET CODE	NAME	ISSUE DT VENDOR	CHECK NO	CASH ACCT
						ENERAL	- 01 - GE	FUND
				· 4 ·	and transact.period='	transact.yr='21' 5/21	CRITERIA: 3 PERIOD:	SELECTION ACCOUNTING
PAGE NUMBER: 20 ACCTPA21	PAGI ACCI		FUND	EDINA - LIVE CK REGISTER - BY	CHECK	GΥ	LL TECHNOLOGY /02/2020 :47:50	SOURCEWELL DATE: 11/0 TIME: 14:4

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PAGE NUMBER: 21 ACCTPA21

EDINA - LIVE CHECK REGISTER - BY FUND

SOURCEWELL TECHNOLOGY DATE: 11/02/2020 TIME: 14:47:50

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PAGE NUMBER: 22 ACCTPA21

SOURCEWELL TECHNOLOGY DATE: 11/02/2020 TIME: 14:47:50

EDINA - LIVE CHECK REGISTER - BY FI

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V15800 V15800 CK	V15799	V15797	V15796	V15795 V15795 V15795 V15795 CK	V15794	379045	379044 379044 379044 379044 379044	379043	379042 379042 CK	379041 379041 379041 379041 379041 379041 CK	379040	379039	379038	379037	379036 379036 379036 CK	CHECK NO	- 01 - GE	CRITERIA: S PERIOD:	TECHNOLO 12/2020 7:50
10/07/20 E15399 10/07/20 E15399	10/07/20 E13049	10/07/20 E6037	<b>10/07/20 E9407</b>	10/07/20 E10192 10/07/20 E10192 10/07/20 E10192 10/07/20 E10192	10/07/20 E11615	10/28/20 22795	10/28/20 27948 10/28/20 27948 10/28/20 27948 10/28/20 27948 10/28/20 27948	10/28/20 30207	10/28/20 32758 10/28/20 32758	10/28/20 22468 10/28/20 22468 10/28/20 22468 10/28/20 22468 10/28/20 22468 10/28/20 22468	10/28/20 93460	10/28/20 23172	10/28/20 31504	10/28/20 32740	10/28/20 17019 10/28/20 17019 10/28/20 17019 10/28/20 17019	ISSUE DT VENDOR	ENERAL	transact.yr='21' 5/21	GY
ZACH R HORN ZACH R HORN	AMY J GILBERTSON-DO	SARAH DOLPHIN	BRETT COPE	JENNIFER M CARTER JENNIFER M CARTER JENNIFER M CARTER JENNIFER M CARTER	NINA EHRMENTRAUT CA	ACADEMY OF WHOLE LE	VERSLUIS FRAN J.R. VERSLUIS FRAN J.R. VERSLUIS FRAN J.R. VERSLUIS FRAN J.R.	TYLER VRIEZE	TY HOAGLAND TY HOAGLAND	TRI-STATE BOBCAT IN TRI-STATE BOBCAT IN TRI-STATE BOBCAT IN TRI-STATE BOBCAT IN TRI-STATE BOBCAT IN	TOWNZEN RYAN K	TOLL GAS & WELDING	TIME FOR KIDS	THERASIMPLICITY INC	THE TESSMAN COMPANY THE TESSMAN COMPANY THE TESSMAN COMPANY	NAME		and transact.period='	CHECK
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320 320	401	430	320	320 320 320 320	430	360	302 302 302	302	302 302	401 401 111111	302	402	460	433	401 401	ACCNT			FUND
CELL PHONE - AUG 20 CELL PHONE - SEP 20	CLEANING PE SUPPLIE	CLASSROOM SUPPLIES	CELL PHONE - SEP 20	CELL PHONE - APR 20 CELL PHONE - MAY 20 CELL PHONE - JUN 20 CELL PHONE - JUL 20	<b>BTS SUPPLIES</b>	NON PUBLIC 2019/202	VARSITY BOYS SOCCER VARSITY GRLS SOCCER VARSITY BOYS SOCCER VARSITY GRLS SOCCER	VARSITY FOOTBALL	9TH GRD BOYS SOCCER 9TH GRD GRLS SOCCER	DW GROUNDS ND/ECC GROUNDS CC GROUNDS SV GROUNDS VV GROUNDS	VARSITY FOOTBALL	DEMURRAGE INVOICE	KINDERGARTEN TFK	ANNUAL (1 YEAR) SUB	CN GROUNDS-SALT SV GROUNDS-SALT ND GROUNDS-SALT	DESCRIPTION			
0,00	0.00	0.00	0.00	0.000 .000 0000000	0.00	0.00	0.0000	0.00	0.00	0,0,0,0,0,0 0,0,0,0,0,0,0,0,0,0,0,0,0,0	0.00	0.00	0.00	0.00	0000	SALES TAX			PAGE NUMBER: ACCTPA21
65.00 65.00 130.00	17.96	55.93	52.81	65.00 65.00 65.00 65.00	142.57	784.62	68.50 68.50 68.50 68.50 274.00	89.00	60.00 60.00 120.00	78.96 130.71 51.74 51.74 27.23 340.38	89.00	10.98	376.20	49.00	403.00 403.00 403.00 5,985.00	AMOUNT			UMBER: 26 21

A101.00	A101.00	A101.00	A101.00	A101.00	A101.00 A101.00 A101.00 TOTAL CHECK	A101.00	A101.00	A101.00	A101.00 A101.00 TOTAL CHE	A101.00	A101.00	A101.00 A101.00 TOTAL CHECK	A101.00	A101.00 A101.00 TOTAL CHECK	A101.00	A101.00	A101.00	A101.00	A101.00	A101.00	A101.00	CASH ACCT	FUND	ACCOUNTIN	1
V15822	V15821	V15820	V15819	V15818	V15817 V15817 V15817 CK	V15816	V15815	V15814	V15813 V15813 CK	V15812	V15811	V15810 V15810 CK	V15809	V15808 V15808 CK	V15807	v15806	v15805	V15804	V15803	v15802	V15801	CHECK NO	- 01 - GE	ACCOUNTING PERIOD:	
10/14/20 E5777	10/14/20 E21237	10/14/20 E20549	10/14/20 E14116	10/14/20 E20548	10/14/20 E14419 10/14/20 E14419 10/14/20 E14419	10/14/20 E9316	10/14/20 E12665	10/14/20 E12245	10/14/20 E13721 10/14/20 E13721	10/14/20 E4324	10/14/20 E11637	10/14/20 E11263 10/14/20 E11263	10/14/20 E13322	10/14/20 E6495 10/14/20 E6495	10/14/20 E20029	10/14/20 E14110	10/07/20 E14504	10/07/20 E20748	10/07/20 E14119	10/07/20 E14463	10/07/20 E13111	ISSUE DT VENDOR	GENERAL	transact.yr='21' 5/21	
MARY B MANDERFELD	MASON DANIEL LINDLE	ANDREW R LEE	THOMAS J JOHNSTON	JOEL ROBERT JOHNSON	MARY B HEIMAN MARY B HEIMAN MARY B HEIMAN	VICKIE GEIER	MEGAN E GALLENBERGE	MATTHEW E GABRIELSO	BENJAMIN J FLEMING BENJAMIN J FLEMING	DONNA M ERSTAD	ADAM P DUFFY	SHAWN P DUDLEY SHAWN P DUDLEY	KYRSTEN N DARBY	ALFRED L BLISS ALFRED L BLISS	PETER M BLACKWELL	NADJUA S BAKER	EMILY KRISTINE WAAG	EMILY E ONKEN	MARY K O'KEEFE	ROXANNE ANDREE MAY	KENDAL C MASICA	NAME		and transact.period='4'	
01005203313000	01005630000000	01021294000673	01005630000000	01005630000000	01005420419000 01005420740000 01005420419000	01005630000000	01005203154000	01529203000000	01021294000653 01021296000653	01528203000000	01005630000000	01020211000000 010200500000000	01528203000096	01005203797000 01005203797000	01005630000000	01005203154000	01005203154000	01021640316000	01527260000000	01528203000000	01529203000000	BUDGET CODE		4	•
320	366	366	320	366	401 366 820	366	401	430	366 366	430	320	401 320	430	291 291	366	401	530	366	430	430	430	ACCNT			
CELL PHONE-SEP 2020	MILEAGE	IMLCA COACHES CONF	CELL PHONE AUG-SEP2	MILEAGE	PADLOCK (2 KEYS) SNOM ANNUAL CONF NASN MEMBERSHIP	MILEAGE TO SCHOOLS	SUPPLIES	CLASSROOM SUPPLIES	XC MEET LAKE CONF-B XC MEET LAKE CONF-G	CLASSROOM JOURNALS	CELL PHONE-SEP 2020	SUPPLIES CELL PHONE APR-JUL2	PTO GRANT-SHEET MUS	MEDICARE REIMB SUPPLEMENT REIMB	MILEAGE	SUPPLIES	EVA MATERIALS	WORKSHOP/CONF	SCIENCE KIT SUPPLIE	MATCH STDNT MATERIA	SCHOOL SUPPLIES	DESCRIPTION			
0.00	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00 0.00	0.00	0.00	0.00 0.00	0.00	0.00 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	SALES TAX			
65.00	26.16	155.50	130.00	9.66	7.99 50.00 150.00 207.99	36.69	90.95	208.20	14.95 14.95 29.90	200.00	65.00	169.90 260.00 429.90	45.00	433.80 742.20 1,176.00	11.27	199.52	143.23	325.00	35.92	44.98	328.70	AMOUNT			

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SOURCEWELL TECHNOLOGY DATE: 11/02/2020 TIME: 14:47:50

EDINA - LIVE CHECK REGISTER - BY FUND

> PAGE NUMBER: 27 ACCTPA21

40.00 115.45 155.45	0,00 0,000	OCT20 CELL PHONE RAZ-KIDS SUBSCRIPTI	320 430	01005810000000 01532203000000	ERIC D HAMILTON ERIC D HAMILTON	10/28/20 E14117 10/28/20 E14117	V15848 V15848 CK	A101.00 A101.00 TOTAL CHECK
65.00	0.00	OCT20 CELL PHONE	320	01005850000830	JULIE M GABRIELSON	10/28/20 E13763	V15847	A101.00
116.08	0.00	AUG-SEP20 CELL PHON	320	01021810000000	SHAWN G DRAVES	10/28/20 E11091	V15846	A101.00
195.00	0.00	JUL-SEP20 CELL PHON	320	01005203313000	BLANCA E DIAZ DE LE	10/28/20 E14846	V15845	A101.00
90.28	0.00	ORCHESTRA LESSON PS	401	01528203000096	KYRSTEN N DARBY	10/28/20 E13322	V15844	A101.00
65.00	0.00	OCT20 CELL PHONE	320	01005110000000	RA CHHOTH	10/28/20 E15078	V15843	A101.00
118.22 285.00 403.22	0.00	JUL-SEP20 CELL PHON NSPRA MEMBERSHIP	320 820	01005109000000 01005109000000	MARY K WOITTE MARY K WOITTE	10/21/20 E14528 10/21/20 E14528	V15842 V15842 CK	A101.00 A101.00 TOTAL CHECK
318.46	0.00	LIBRARY BOOKS BN/CO	470	01005620795000	KRISTA G WINKEL	10/21/20 E13275	V15841	A101.00
65.00	0.00	OCT CELL PHONE	320	01020810000000	KORY M SMITH	10/21/20 E8056	V15840	A101.00
65.00	0.00	OCT CELL PHONE	320	01020810000000	TIMOTHY J RODEN	10/21/20 E5755	v15839	A101.00
59.82	0.00	OFFICE SUPPLIES	401	01005110000000	BAILLIE MORGAN NASH	10/21/20 E21048	V15837	A101.00
65.00	0.00	, SEP CELL PHONE	320	01532810000000	RONALD G MICHALETZ	10/21/20 E5185	V15836	A101.00
130.00	0.00	SEP-OCT20 CELL PHON	320	01528810000000	THOMAS LYMAN	10/21/20 E9656	V15835	A101.00
65.00	0.00	OCT CELL PHONE	320	01008810000000	PETER J LINDER	10/21/20 E5674	V15834	A101.00
300.41	0.00	SCHOOL CLIMATE POST	401	01526203000000	LAURIE K HOLLAND	<b>10/21/20 E7257</b>	V15833	A101.00
20.24	0.00	MILEAGE	366	01526203000000	NICHOLAS J ELLISON	10/21/20 E14795	V15832	A101.00
59.98	0.00	CLASSROOM SUPPLIES	430	01532258000000	SUSAN A CHARLES	10/21/20 E5685	V15831	A101.00
119.27	0.00	SEWING CLASS SUPPLI	430	01020250000000	KAREN E WATERS	<b>10/14/20 E10661</b>	V15830	A101.00
336.00	0.00	CURRICULUM SUBSCRIP	430	01527212000000	SHANNON M STEVEN	10/14/20 E12819	V15829	A101.00
214.99	0.00	TECH ALLOW: AIR POD	299	01021292000902	TROY STEIN	10/14/20 E9426	V15828	A101.00
160.00	0.00	PTO GRANT-ADJ DESK	401	01528203000096	GARY J SEBEK	10/14/20 E10636	V15827	A101.00
35.02	0.00	MILEAGE	366	01005630000000	RODNEY M NERDAHL	10/14/20 E15086	V15825	A101.00
65.00	0.00	CELL PHONE-SEP 2020	320	01529810000000	MATTHEW K MOSBY	10/14/20 E10520	V15824	A101.00
32,89	0.00	MILEAGE	366	01005630000000	KATHRYN H MASTERMAN	10/14/20 E11688	V15823	A101.00
AMOUNT	SALES TAX	DESCRIPTION	ACCNT	BUDGET CODE	NAME	ISSUE DT VENDOR	CHECK NO	CASH ACCT
						GENERAL	- 01 -	FUND
				'4'	and transact.period='4'	: transact.yr='21' 5/21	G PERIOD:	SELECTION C
PAGE NUMBER: 28 ACCTPA21	PAGE ACCTP		FUND	EDINA - LIVE CK REGISTER - BY	CHECK	OGY	SOURCEWELL TECHNOLOGY DATE: 11/02/2020 TIME: 14:47:50	SOURCEWEL DATE: 11/ TIME: 14:

WELL TECHNOLOGY 11/02/2020 14:47:50
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## EDINA - LIVE CHECK REGISTER - BY FUND

PAGE NUMBER: 29 ACCTPA21

SELECTION CRITERIA: transact.yr='21' and transact.period='4' ACCOUNTING PERIOD: 5/21

FUND - 01 - GENERAL

ELL TECHNOLOGY L/02/2020 1:47:50
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# EDINA - LIVE CHECK REGISTER - BY FUND

PAGE NUMBER: 30 ACCTPA21

SELECTION CRITERIA: transact.yr='21' and transact.period='4' ACCOUNTING PERIOD: 5/21

FUND - 02 - FOOD SERVICES

TOTAL FUND	TOTAL CAS	A101.00	A101.00	A101.00	A101.00	A101.00 A101.00 A101.00 A101.00 A101.00 A101.00 A101.00 A101.00 A101.00 A101.00 A101.00 A101.00 CALCHECK	
Đ	TOTAL CASH ACCOUNT	378920	378909	378892	378875	A101.00 378657 A101.00 378682 A101.00 378682 A101.00 378784 A101.00 378784 A101.00 378784 A101.00 378784 A101.00 378784 A101.00 378784 A101.00 378784 A101.00 378784 A101.00 378784 A101.00 378784	
		10/21/20 31780	10/21/20 32751	10/21/20 32340	10/21/20 32748	155UE DT VENDOR 10/07/20 32738 10/07/20 32739 10/14/20 27269 10/14/20 27269 10/14/20 27269 10/14/20 27269 10/14/20 27269 10/14/20 27269 10/14/20 27269 10/14/20 27269	
		TONG MIAO	RILEY POWELL	MARIA DOERING	DARYL THARP JR	NAME AMIR AZIZI DEBORAH BURNS CHARTWELLS DINING CHARTWELLS DINING CHARTWELLS DINING CHARTWELLS DINING CHARTWELLS DINING CHARTWELLS DINING	
		02005770701000	02005770701000	02005770701000	02005770701000	BUDGET CODE 02005770701000 02005770701000 5 02005770701000 5 02005770701000 5 02005770701000 5 02005770701000 5 02005770701000 5 02005770701000 5 02005770701000	
		R601	R601	R601	R601	ACCNT R601 305 305 299 299 305 305	
		LUNCH ACCT REFUND	LUNCH ACCT REFUND	LUNCH ACCT REFUND	LUNCH ACCT REFUND	DESCRIPTION LUNCH ACCT REFUND LUNCH ACCT REFUND MGMT LABOR-SEP20 LU SEP20 SUMMER BKF SEP20 SUMMER LUN SEP20 OTHER ALA CAR MGMT FRINGE-SEP20 B MGMT FRINGE-SEP20 L MGMT FRINGE-SEP20 L MGMT FRINGE-SEP20 L MGMT FRINGE-SEP20 L	
0.00	0,00	0.00	0.00	0.00	0.00	SALES TAX 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	
67,732.10	67,732.10	205.80	179.45	16.05	248.40	AMOUNT 520.35 25.40 10,775.89 12,177.41 30,737.43 1,845.07 1,863.41 3,372.63 5,387.26.83 5,387.26.83 5,386.65	

A101.00 A101.00	A101.00 A101.00	A101.00 A101.00 A101.00 TOTAL CHECK	A101.00 A101.00 TOTAL CHECK	A101.00 A101.00 A101.00 A101.00 A101.00 A101.00 A101.00 A101.00 A101.00 CHECK	A101.00	A101.00 A101.00 TOTAL CHE	A101.00 A101.00 TOTAL CHECK	CASH ACCT	FUND	SELECTION CRITERIA: ACCOUNTING PERIOD:	SOURCEWELL TECHNOLOGY DATE: 11/02/2020 TIME: 14:47:50
378769 378793	TX 378758 378758 378758 378758 378758 378758 378758 378758 378758		3787	378719 378719 378719 378719 378719 378719 378719 378719 378719 378719	378718	378703 378703 CK	378698 378698 CK	CHECK NO	- 04 - co	CRITERIA: 5 PERIOD:	
10/09/20 30174 10/14/20 22631	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	/07/20 /07/20	10/07/20 10/07/20	10/07/20 04485 10/07/20 04485 10/07/20 04485 10/07/20 04485 10/07/20 04485 10/07/20 04485 10/07/20 04485 10/07/20 04485	10/07/20 32587	10/07/20 20880 10/07/20 20880	10/07/20 14639 10/07/20 14639	ISSUE DT VENDOR	COMMUNITY SERVICE F	transact.yr='21' 5/21	GΥ
MIKKONEN MUSIC LLC EDINBOROUGH PARK	T-MOBILE T-MOBILE T-MOBILE T-MOBILE T-MOBILE T-MOBILE T-MOBILE T-MOBILE T-MOBILE T-MOBILE T-MOBILE T-MOBILE T-MOBILE	EDUCATION I ECIALTY IN ECIALTY IN	MIKKONEN MUSIC LLC	MCGRAW-HILL SCHOOL MCGRAW-HILL SCHOOL MCGRAW-HILL SCHOOL MCGRAW-HILL SCHOOL MCGRAW-HILL SCHOOL MCGRAW-HILL SCHOOL MCGRAW-HILL SCHOOL MCGRAW-HILL SCHOOL	MATH ADDVANTAGE TUT	IXL LEARNING IXL LEARNING	HOUGHTON MIFFLIN HA HOUGHTON MIFFLIN HA	NAME	FUND	and transact.period='4	CHECK
04005585332000 04008505321503	04527570154000 04528570154000 04528570154000 04528570154000 04528570154000 04528570154000 04528570154000 04528570154000 04523570154000 04532570154000 04532570154000 04532570154000 04532570154000 04005582344000	04001590351000 04001590351000 04001590351000	04005585332000 04005585332000	$\begin{array}{c} 04001590351000\\ 040001590351000\\ 040001590351000\\ 040001590351000\\ 040001590351000\\ 040001590351000\\ 04000000\\ 040000000\\ 040000000\\ 040000000\\ 040000000\\ 040000000\\ 040000000\\ 040000000\\ 040000000\\ 040000000\\ 040000000\\ 0400000000$	04005585332000	04001590351000 04001590351000	04001590351000 04001590351000	BUDGET CODE		· 4 ·	EDINA - LIVE CK REGISTER - BY
305 370	44333333333333333333333333333333333333	460 460	305 305	44444444 46666666666666666666666666666	305	460 460	460 460	ACCNT			FUND
SEPT MUSIC LESSONS AUGUST POOL	KIDS CLUB CN-SEP 20 COMM ED-AUG 2020 COMM ED-AUG 2020 COMM ED-AUG 2020 KIDS CLUB CN-AUG 20 KIDS CLUB CN-AUG 20 KIDS CLUB ND-AUG 20 KIDS CLUB ND-AUG 20 KIDS CLUB ND-AUG 20 KIDS CLUB ND-AUG 20 KIDS CLUB ND-SEP 20 KIDS CLUB ND-SEP 20 KIDS CLUB ND-SEP 20 KIDS CLUB ND-SEP 20 KIDS CLUB CV-SEP 2020 FAM CTR2-AUG 2020	GRADE MY PERSP WRITING PROGRA MATED SHIPPING	SEPT MUSIC LESSONS	READING WONDERS STU READING WONDERS COM READING WONDERS STU READING WONDERS CLO READING WONDERS YOU ESTIMATED SHIPPING/ MY MATH 2018 ESTIMATED SHIPPING/	F09-01	IXL SITE LICENSE (G IXL SITE LICENSE (A	WRITE SOURCE STUDEN ESTIMATED SHIPPING/	DESCRIPTION			
0.00	00000000000000000000000000000000000000		0.00 0.00	000000000000000000000000000000000000000	0.00	0.00 0.00	0.00	SALES TAX			PAGE N ACCTP/
2,227.50 1,500.00	3620.6222.4411 222.44111 222.441111 222.44111 222.44111 222.44111 222.441111 222.441111 222.441111111111	50.91 121.00 14.52 135.52	2,227.50 -2,227.50 0.00	138.12 237.42 49.56 354.84 17.94 17.94 190.10 115.80 115.80 115.80 115.89	3,650.00	450.00 338.00 788.00	52.75 10.00 62.75	AMOUNT			PAGE NUMBER: 31 ACCTPA21

DATE: 11/02/2020 TIME: 14:47:50 SELECTION CRITERIA: t ACCOUNTING PERIOD: 5 FUND - 04 - COMM CASH ACCT CHECK NO I A101.00 378819 1 A101.00 378820 1 A101.00 378820 1 A101.00 378826 1 A101.00 378853 1 A101.00 378854 1 A101.00 378856 1 A	02/2020 47:50 - CRITERIA: G PERIOD: - O4 - COM 378819 378820 378820 378820 378820 378853 378853 378854 378854 378854 378854 378854 378854	ransact.yr="21 /21 UNITY SERVICE SSUE DT VENDOR 0/14/20 23467 0/14/20 04485 0/14/20 04485 0/14/20 04485 0/14/20 31048 0/14/20 31043 0/14/20 26627 0/14/20 28900 0/14/20 28900 0/21/20 23347 0/21/20 27150	FUND FUND MAYER ARTS INC MAYER ARTS INC MCGRAW-HILL SCHOOL MCGRAW-HILL SCHOOL MCGRAW-HILL SCHOOL MORRISON & ASOCIATE 04 SUMMER HILLS-BONCZY 04 SUMMER HILLS-BONCZY 04 ART SPARK LLC DEBERG WILLIAM M 04 JACKIE ANN MART 04	EDINA - LIVE EDINA - LIVE BUDGET CODE 04005585332000 04001590351000 04001590351000 04005505321000 04008505321503 04008505321503 04005585362503 04005585332000	FUND ACCNT 305 460 460 305 305 305 305 305	DESCRIPTION DANCE/THEATER CAMP MY MATH STUDENT 1 Y MY MATH STUDENT 1 Y MY MATH STUDENT 1 Y HR CONSULT 206-1, 206-2, 221-1 214-9/211-1 SUM-338 DEBERG BBALL MEA GIRL POWER	SALES TAX 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	ACCTPA21 ACCTPA21 ACCTPA21 AMOUNT 5,748.00 92.64 92.64 162.12 301.08 822.00 1,050.00 436.00 437.00 1,008.00
A101.00	378826		æ		305	CONSU	0.00	822.0
A101.00	378853		HILLS-		305	1, 206-2,	0.00	1,050.0
A101.00	378854				305	14-9/21	0.00	436.0
A101.00	378866		SPARK	04005585362503	305	SUM-338	0.00	497.0
A101.00	378877		WILLIAM	04005585332000	305	BBALL	0.00	3,087.0
A101.00	378886		ANN	04005585332000	305	POW	0.00	1,008.0
A101.00	378896	10/21/20 23467	MAYER ARTS INC	04005585332000	305	EDINA'S GOT TALENTM	0.00	385.00
A101.00 A101.00 A101.00 A101.00 A101.00 A101.00 A101.00 A101.00 A101.00 A101.00	378926 378926 378926 378926 378926 378926 378926 378926 378926 378926	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	UPPER LAKES FOODS I UPPER LAKES FOODS I	04526570321000 04527570321000 04527570321000 04532570321000 045227570321000 04526570321000 04526570321000 04526570321000 04533570321000	4490 4490 4900 4900 4900 4900 4900 4900	KC SNACKS KC SNACKS KC SNACKS KC SNACKS KC SNACKS KC SNACKS KC SNACKS	000000000000000000000000000000000000000	641.89 641.89 1,378.99 60.12 60.12 585.29 585.20 585.20 585.20
A101.00	V15798	10/07/20 E12824	DAWNA R FINNERN	04005590321000	401	CLASS/ART SUPPLIES	0.00	94.81
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12,749.00	0.00	ECC 2020 RENO WS 07	520	RIGHT-WAY CAULKING 06008867380000	10/07/20 14195	378741	A101.00
418,045.24	0.00	VV 2020 RENO WS 23-	520	PETERSON SHEET META 06020867380000	10/07/20 28985	378739	A101.00
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4,791.48	0.00	VV 2020 RENO WS 07-	520	CARCIOFINI COMPANY 06020867380000	10/07/20 23684	378666	A101.00
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187.50	0.00	SAFE COND MTG/CN FI	305	PAUL MCCULLOUGH AND 06005870795000	10/28/20 30446	379019	A101.00
2,759.55	0.00	QUOTE 154344219	556	MINNESOTA MEMORY IN 06005870795731	10/28/20 26228	379009	A101.00
29.52	0,00	MACKIN VIA BOOK FOR	406	MACKIN EDUCATIONAL 06005870795000	10/28/20 10090	378994	A101.00
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30.00	0.00	WATER FOR DMTS	305	PREMIUM WATERS INC 06005870795000	10/21/20 06953	378908	A101.00
625.00	0.00	LABOR-CAT 6 INSTALL	555	OLYMPIC COMMUNICATI 06005870795754	10/21/20 26001	378905	A101.00
1,641.85	0.00	NETWORK SER-SEP20	556	OFFICE OF MN IT SER 06005870795754	10/21/20 22439	378904	A101.00
874.52	0.00	BOOKS FOR EHS	406	MACKIN EDUCATIONAL 06005870795000	10/21/20 10090	378890	A101.00
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Board Meeting Date: 11/16/2020

#### TITLE: Facility Use Agreement with City of Edina

**TYPE: Consent** 

### PRESENTER(S): Troy Stein, Assistant Principal & Activities Director, Edina High School; John Toop, Director of Business Services

**BACKGROUND:** This is a renewal of a 2012 agreement between Edina Public Schools (EPS) and the City of Edina over the use of the Braemar Ice Arena and locker rooms by EPS. That agreement had an 8-year term that expired in 2020. This renewal agreement is for 4 years.

**RECOMMENDATION:** Approve the Agreement with the City of Edina

**PRIMARY ISSUE(S) TO CONSIDER:** Use of Braemar Sports Facility by Edina Public Schools

#### **ATTACHMENTS:**

1. Agreement (next page)

#### FACILITY USE AGREEMENT BRAEMAR SPORTS FACILITY

between

#### CITY OF EDINA, MINNESOTA

#### INDEPENDENT SCHOOL DISTRICT NO. 273 (EDINA), MINNESOTA

Dated October 7, 2020

#### FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (the "Agreement") made this 7<sup>th</sup> day of October, 2020 by and between the CITY OF EDINA, a Minnesota municipal corporation (the "City"), and INDEPENDENT SCHOOL DISTRICT NO. 273 (EDINA), MINNESOTA, an independent school district created and existing under the laws of the State of Minnesota (the "District") in regards to the use of the City's Braemar Arena "Facility" as well as the Locker Room "Locker Room" in the Facility.

WITNESSETH THAT, in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

#### ARTICLE I Terms and Conditions

- 1.01. <u>Term</u>. This Agreement shall be for a term of four (4) years commencing on the date of signature, subject to the District's right to terminate this Agreement as set forth in Section 1.06.
- 1.02. <u>Indemnification</u>. Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law. Minnesota Statutes Chapter 466 and other applicable law govern the parties' liability. Each party to this Agreement expressly declines responsibility for the acts or omissions of the other party. In addition to the foregoing, northing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.
- 1.03. <u>Dispute Resolution</u>. City and District agree to resolve any disputes through the processes described in Section 1.031 and, if required, the process described in Section 1.03.2.
- 1.03.1. <u>Negotiation</u>. The District Superintendent and the City Manager, or their designees, must promptly meet and attempt in good faith to negotiate a resolution in the event of any dispute between the parties arising under this Agreement.
- 1.03.2. <u>Mediation and Arbitration</u>. If the City and the District have not negotiated a resolution of the dispute within 30 days after this meeting, the parties may jointly select a mediator to facilitate further discussion. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, all disputes arising under this Agreement will be submitted to binding arbitration before a panel of one (1) arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association. The parties will equally share the costs of conducting any mediation or arbitration, excluding each party's cost for preparation of its own case.
- 1.04. <u>Relationship of Parties</u>. The City and the District agree that it is their intention hereby to create only the relationships of licensor and licensee, and no provision hereof, or act of either party hereunder, shall ever be construed as creating the relationship of lessor and lessee, principal and agent, or a partnership, joint venture or enterprise between the parties hereto.
- 1.05. <u>Rights Cumulative</u>. The rights and remedies of the City and the District under this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by such party, at the same or different times, of any other remedy for the same default or breach or of any of its remedies for any other default or breach of the party under this Agreement, or the failure of either party to insist upon strict performance of any of the terms of this Agreement, will not be deemed to be a waiver by such party of any future default or of such party's right to insist upon strict performance by the other Party in the future.

- 1.06. <u>Mutual Right to Terminate Agreement.</u> The City and District shall both have the right to terminate this agreement with 30 days' notice.
- 1.07. <u>Notices.</u> All notices, certificates or other communications required to be given to the City and the District hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered or certified form with postage fully prepaid and addressed as follows:

If to the City:

City of Edina 4801 W. 50th Street Edina, Minnesota 55424-1330 Attn: City Manager

#### If to the District: Independent School District No. 273 5701 Normandale Road Edina, MN 55424 Attn: Superintendent

The City and the District, by notice given hereunder, may designate different addresses to which subsequent notices; certificates or other communications should be sent.

- 1.08. <u>Amendments, Changes and Modifications</u>. This Agreement may be amended or any of its terms modified only by written amendment as mutually agreed upon and executed by the City and the District.
- 1.09. <u>Assignment</u>. The City and the District may not assign their rights or obligations under this Agreement without the prior written consent of the other party.
- 1.10. <u>Binding Effect</u>. All the covenants, conditions and agreements herein contained shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
- 1.11. <u>Severability</u>. If any provisions of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect,
- 1.12. <u>Execution Counterparts</u>. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 1.13. <u>Governing Law</u>. This Agreement shall in all respects be governed by and interpreted under the laws of the State of Minnesota.
- 1.14. <u>Captions</u>. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope of intent of any provisions or sections of this Agreement.
- 1.15. <u>Entire Agreement.</u> This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof. The parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.
- 1.16. <u>Equal Drafting.</u> The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

#### ARTICLE II

#### Facility Ownership, Operation, and Maintenance

- 2.01. <u>Ownership.</u> The City is the owner of the Facility and Locker Rooms, subject to the right and obligations of the parties set forth in this Agreement and in the Joint Powers Agreement.
- 2.02. <u>Insurance</u>. The City will be responsible to insure the Facility, including fixtures, and furnishings therein against loss or damage by fire and loss or damage by such other risks and in such amounts, with such deductible provisions, in accordance with prevailing community standards and the City shall carry and maintain, and pay timely the premiums for direct damage insurance covering all risks of loss on a replacement cost basis in an amount equivalent to the full insurable value thereof. Each party will obtain and maintain during the term of this Agreement a comprehensive liability insurance policy in at least the amounts specified as to the extent of liability under Minnesota Statutes, Section 466.04. The District will be named as an additional insured on the City's policy and the City will be named an additional insured on the District's policy. Each party shall furnish to the other party a certificate of insurance documenting the required coverage.
- 2.03. <u>Operating and Utilities Costs</u>. The City will provide for all electric, heat, phone, water, sewer, trash removal and other utilities, janitorial and other services (collectively "Operating and Utilities Costs"). As provided in Section 2.052, the District shall reimburse the City for all Operating and Utilities Costs incurred for the Locker Rooms areas included during the District's Exclusive Use Period. The City will maintain reasonable temperatures in the Locker Rooms during the District's use time; provided, the City is not required to provide air conditioning.
- 2.04. <u>Maintenance and Upkeep</u>. The City will be responsible for all maintenance, repairs, and upkeep of the Facility and Locker Rooms necessary to keep the Facility in good repair and clean condition. The City, at its sole expense, shall also maintain the internal roadway systems, parking areas, associated common areas and HVAC system used in connection with the Locker Rooms, including snow plowing, to the same standards as provided by the City to other City buildings.
- 2.05. <u>Exclusive Use of Locker Rooms.</u> The District shall have exclusive use of the Locker Rooms from October 15 through March 31 ("District's Exclusive Use Period"). The City shall have exclusive use of the Locker Rooms at all other times.
- 2.05.1 <u>Locker Room Exclusivity Exception</u>. The City and the District agree that the other party may schedule use of the Locker Rooms during the other party's exclusive use period, with the other party's consent. Such consent may not be unreasonably withheld.
- 2.05.2 <u>Locker Room Expense Reimbursement Provision.</u> The District will reimburse the City for expenses related to maintenance, repairs, and upkeep of the Locker Rooms during the District's Exclusive Use period as provided in Section 2.05. Annual Locker Room expenses will be in arrears by the City. These costs will then be divided equally by the total ice time and invoiced as a single hourly ice time fee as described in Section 3.02.
- 2.06. <u>Damage or Destruction of Locker Rooms</u>. Upon any damage or destruction of any of the Locker Rooms by fire or other casualty, the City shall within one hundred twenty (120) days after such damage or destruction, commence the process required to repair, reconstruct and restore the damaged Locker Rooms to substantially the same condition or utility value as existed prior to the event causing such damage or destruction and shall diligently pursue such repair, reconstruction and restoration.
- 2.07. <u>Set-up and Access</u>. The City will ensure the Facility, including Locker Rooms are unlocked and accessible for all scheduled uses. The City will issue key fobs to coaches and participants each season. The School district shall return them by March 31 each season. Head coaches will be issued keys for the locker rooms. With the intent to minimize maintenance, and access expenses, whenever possible, the District may, with the consent of the City, assume the responsibilities of minimal maintenance and access on Saturdays, Sundays, and holidays, and not rely on City staff for those job functions. The City, however, agrees to provide those functions on Saturdays, Sundays and holidays when the District does not assume those responsibilities.

#### ARTICLE III Fees for Facility Usage and Locker Room Exclusivity

- 3.01. <u>User Fees</u>. The City will charge the District ice time user fees. The hourly rate for District-sponsored activity ice time uses shall be the same rate charged by the City to other users ("Fixed rate"). IN addition, as outlined in Section 2.052, the City will adjust its fixed rate to reflect the District's financial responsibilities outlined in Sections 2.03 and 2.052.
- 3.02. Ice time per council approved rate plus: 2020-21 = \$17/hour 2021-22 = \$17.50/hour

2022-23 = \$18.50/ hour

2023-24 = \$19/hour

- 3.03. <u>Payments by City to District</u>. The City will invoice the District monthly for the charges in Section 3.01. The District will pay the invoice within 35 days of receipt of the invoice.
- 3.04. <u>Ticket Sales</u>. The District will pay the City fifty (50) percent of the adjusted net income from ticket sales revenue obtained from District hockey games hosted at the Braemar arena. The revenue due the City shall be paid to the City twice per year. The first invoice will include October December events and the second January March events.
- 3.04.1 Adjusted Net Income is determined by the equation Ticket Sales Revenue (District Costs \$250.00). \$250.00 deduction denotes adjustment for additional gameday costs to City.

IN WITNESS WHEREOF the City and the District have subscribed their names as of the day and year first above written.

CITY OF EDINA
DocuSigned by:
By:
James Hovland
Its Mayor
DocuSigned by:
And: And
Scott Neal
Its City Manager

STATE OF MINNESOTA

) ) ss.

COUNTY OF HENNEPIN The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of October, 2020 by James Hovland and Scott Neal, respectively, the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.



Notary Public

IN WITNESS WHEREOF the City and the District have subscribed their names as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 273 (EDINA), MINNESOTA

By:\_

And

Its School Board Chairperson

Its Clerk

STATE OF MINNESOTA ) ) ss. COUNTY OF HENNEPIN )

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The foregoing instrument was acknowledged before me this 7th day of October, 2020 by Erica Allenburg and Ellen Jones, respectively, the Chair of the School Board and the Clerk of the School Board of Independent School District No. 273, a Minnesota independent school district, on behalf of the school district and pursuant to the authority granted by its School Board.

Notary Public



Board Meeting Date: 11/16/2020

#### TITLE: Contract for Staffing Services Agreement with HumanEdge, Inc.

**TYPE: Consent** 

#### PRESENTERS: Jeff Jorgensen, Director of Student Support Services

**BACKGROUND:** The contract with HumanEdge Inc, will provide direct special education services on a temporary assignments, until a permanent teacher can be found to fill the position. As needed, this will allow a continuation services to special education students as determine by their IEPs to ensure a free and appropriate public education.

**RECOMMENDATION:** Approve the attached contract with HumanEdge, Inc

**PRIMARY ISSUE(S) TO CONSIDER:** Need for additional special education teacher support while working through the process of finding permanent staff for Edina Public Schools.

#### **ATTACHMENTS:**

1. Contract (next page)

#### STAFFING SERVICES AGREEMENT

#### **Educational Facility**

This Staffing Services Agreement ("Agreement") is effective as of <u>September 28, 2020</u> ("<u>Effective Date</u>") by and between HumanEdge, Inc., a New York corporation with an address at One North Broadway, Suite 704, White Plains, NY 10601 ("<u>HumanEdge</u>") and <u>Edina Public Schools</u> with an address at <u>5701 Normandale Road Edina, MN 55424-1599</u>("<u>Client</u>").

#### RECITALS

HumanEdge is engaged in the business of recruiting, employing, and providing on a supplemental staffing basis; and recruiting and placing on a direct hire basis, physical therapists, physical therapy assistants, occupational therapists, certified occupational therapy assistants, speech language pathologists, specialists in school psychology and rehab managers (collectively "Healthcare Professionals") to provide supplemental staffing services for its clients (the "Services");

Client operates school systems that from time to time require Healthcare Professionals on a supplemental staffing basis for temporary assignments (each an "<u>Assignment</u>") or on a direct hire basis for employment by the Client ("<u>Direct Hire</u>"). Assignments and Direct Hire employment are collectively referred to as "<u>Placements</u>." HumanEdge is willing to provide the Services to the Client in accordance with the terms and conditions of this Agreement.

In consideration of the foregoing and the promises set forth in this Agreement and for other good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties, agree as follows:

1. <u>Services.</u> During the term of this Agreement from time to time Client may request Services to fill openings for Assignments or Direct Hire positions. All such openings will be filled in accordance with the fee schedule and Client requirements attached hereto and made a part hereof as <u>Attachment A</u>. <u>Attachment A</u> may be amended from time to time by HumanEdge upon 30 day's prior written notice to Client. If Client continues to request and accept Placements from HumanEdge after the notice period, the new terms of the amended <u>Attachment A</u> shall apply to such Placements and shall be deemed incorporated into the Agreement and made a part hereof.

#### 2. <u>HumanEdge Obligations.</u>

A. At the request of Client, HumanEdge shall recruit qualified Healthcare Professional applicants ("<u>Candidates</u>") to identify to Client for consideration for a Placement with the Client. HumanEdge shall provide the Client with information regarding each Candidate, which may include, the Candidate's resume, employment application, applicable skills checklists, and employment evaluations.

C. Once a Candidate is selected by the Client for Direct Hire, HumanEdge will provide Client with such assistance as Client may reasonably request to facilitate the Candidate's start date as a Client employee.

D. Once a Candidate has been selected by the Client for an Assignment, a Candidate Confirmation Form ("<u>Confirmation</u> Form") in the form of <u>Attachment B</u> hereto will be prepared and once signed by the Client, such form will be deemed attached hereto and made a part hereof as an <u>Attachment B</u> subject to the terms and conditions of this Agreement.

E. Once there is a signed Confirmation Form for an Assignment HumanEdge will:

- (1) Provide the Client with the below information regarding the Healthcare Professional assigned:
  - a. Verification of current professional state license & state teaching certificate if applicable ;
  - b. Following & completing District Fingerprinting/background check requirements before start of the assignment;
  - c. Any other specific medical screening requirements as requested by the District before start of the assignment;

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(2) Maintain professional liability insurance coverage for the assigned Healthcare Professional while on Assignment in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate and provide Client with a current Certificate of Insurance that such coverage is in full force and effect.

(3) Serve as the employer of all Healthcare Professionals while on Assignment and assume responsibility for the payment of wages, federal and state income tax withholding, social security tax withholdings, unemployment insurance, and workers' compensation, ensure that Healthcare Professionals complete a Form I9 prior to starting an Assignment, and for travel assignments, facilitate housing and utilities for each Healthcare Professional on such an Assignment.

(4) Provide benefits as required under the Affordable Care Act and otherwise as imposed by federal, state and local law to eligible Healthcare Professionals.

(5) Provide each Healthcare Professional with information regarding reporting of workers' compensation and other incidents and precautions for every patient receiving care, and with training regarding signs, labels and color coding using to identify bio hazardous material.

F. HumanEdge will endeavor to provide Healthcare Professionals to Client for Assignments or on a Direct Hire basis each time the Client requests a Placement; however, nothing shall require HumanEdge to fill all Placement requests, nor does anything prevent HumanEdge from providing the same or similar services to other clients in the same business as Client.

#### 3. <u>Client Obligations.</u>

A. Client shall notify HumanEdge about any and all staffing needs and/or changes regarding particular Placement requirements. In the event that Client desires to reassign a Healthcare Professional on an Assignment to a unit or location to which the Healthcare Professional was not originally assigned, Client will advise HumanEdge prior to any reassignment and ensure that such reassignment is made within the scope of the Healthcare Professional's clinical expertise and to which the Healthcare Professional has been fully oriented.

B. With respect to each Healthcare Professional placed on an Assignment at Client pursuant to a signed Confirmation Form, Client will:

(1) Validate the identity of such Healthcare Professional prior to the commencement of that Healthcare Professional's first scheduled shift on an Assignment.

(2) Provide such Healthcare Professional with general and unit specific orientation as is reasonable for each Assignment, including relevant policies and procedures and any site-specific Occupational Safety and Health Administration ("<u>OSHA</u>") training as required per OSHA policy and any facility specific orientation to safety and emergency response protocols, including those related to blood borne pathogens. Orientation will be considered as hours worked by the Healthcare Professional. Comply with all OSHA and other applicable federal, state and local safety and other laws, rules, and regulations including as they relate to any Healthcare Professional while on Assignment to Client.

(3) Provide Healthcare Professional with specific information about Client's exposure control plan, work practices, and Client procedures to follow should an exposure to blood borne pathogens occur while at Client including information regarding where the Personal Protective Equipment used to protect against blood borne pathogens is located; and provide such equipment free of charge to the Healthcare Professional.

(4) Assume supervision as well as professional and administrative direction and control on a daily basis for all services rendered by Healthcare Professional and responsibility for training, patient quality control and on-site supervision of Healthcare Professionals.

(5) Work with HumanEdge to provide ongoing observation of job competence and periodic review of performance of the Healthcare Professional while on Assignment to Client. Client acknowledges and agrees to conduct direct observation of the competency

for Healthcare Professional while on Assignment to Client; and Client agrees to immediately notify HumanEdge of any and all deficiencies noted by Client during such observation.

(6) Make available to any Healthcare Professional on Assignment at Client any on-going educational programs and/or training which it offers or provides to its own staff.

(7) Immediately notify HumanEdge and provide written documentation of any unsatisfactory performance, unexpected incidents, including errors, unexpected deaths, and other events, injuries (staff or patient), safety hazards, related to the care or services provided by any Healthcare Professional during his/her Assignment with Client. Provide HumanEdge with a copy of all documentation about incidents in which a Healthcare Professional is involved.

(8) Identify an authorized representative of Client to approve and transmit Healthcare Professional's hours worked on the Assignment each week to HumanEdge in the agreed method and timeframe as the hours transmitted are the basis for the payment by HumanEdge to the Healthcare Professional. Client will not request or permit Healthcare Professional to work off the clock hours.

(9) Upon receipt of an invoice, Client shall promptly pay HumanEdge for all Services reflected thereon.

(10) Refrain from, except through HumanEdge, directly or indirectly, recruiting, hiring or otherwise engaging, employing or using any Healthcare Professional who is assigned to Client or whom the Client became acquainted with due to an introduction by HumanEdge or as a result of the information provided by HumanEdge about the Healthcare Professional.

(11) To the extent permitted by law, exclude Healthcare Professionals from its benefit plans, policies, and practices, and not make any offer or promise relating to any Healthcare Professional's compensation, benefits, or employment status.

C. With respect to Healthcare Professionals referred to Client for Direct Hire, Client is responsible for all credentialing, orientation, and other employment requirements once the Candidate is selected by Client for an employment offer and Client will promptly remit payment for Direct Hire services rendered by HumanEdge in accordance with Section 6 hereof.

#### 4. <u>Term and Termination:</u>

A. The term of this Agreement shall be one (1) year, commencing on the Effective Date, and will automatically renew each year on the anniversary date, unless terminated by either party in writing at least sixty (60) days prior to the anniversary date, or unless or until otherwise terminated as provided herein.

B. Either party may terminate this Agreement upon sixty (60) days prior written notice to the other.

C. Notwithstanding the foregoing, a party may immediately terminate or suspend performance under this Agreement in whole or in part, or any Assignment under this Agreement, at any time in the event of a material breach of this Agreement by the other party (including non-payment by the Client) or a violation of any federal, state, county or local law, statute or ordinance by the breaching party, its employees, agents, or subcontractors. If terminated, or suspended, such action shall be effective immediately upon receipt of written notice by the breaching party given in accordance with this Agreement from the non-breaching party stating the nature of the breach or the violation and the action taken.

D. Except as otherwise specifically provided in this Agreement, neither party shall be entitled to any compensation or claim for goodwill or other loss, cost or expense, which either of them may suffer, or claim to have suffered, by reason of termination of this Agreement, an Assignment; or suspension of services regardless of the reason for such action.

E. Upon expiration, termination, or suspension of any Assignment or this Agreement for any reason by either party, Client shall immediately pay upon receipt of the applicable invoice all monies due to HumanEdge for services rendered by HumanEdge and the Healthcare Professional and related approved expenses incurred through the effective date of expiration, termination, or suspension. Further, to the extent that Healthcare Professional(s) continue to work at the Client to complete an Assignment after termination, expiration or suspension of the Agreement, the Client shall be obligated to continue to make payment for all such work and expenses in accordance with the provisions of this Agreement.

F. Notwithstanding anything contained herein to the contrary, Client agrees to provide HumanEdge in writing at least thirty (30) days prior notice if it intends to terminate an Assignment at any time before its originally scheduled end date. If Client terminates an Assignment prior to the original completion date without providing at least thirty (30) days written notice, Client will pay for all unbilled and/or pre-paid services including, but not limited to, housing expenses, all insurances, travel reimbursements to the Healthcare Professional, license reimbursements to the Healthcare Professional, per-diem pay, car allowance and costs associated with car rentals for the employee, and all out of pocket expenses incurred by HumanEdge or the Healthcare Professional including the fees that would have been due from the Client during the thirty (30) day period based upon eight hours (8) per day and a forty hour (40) work week. If the Client provides thirty (30) days prior written notice it will only be billed for the hours worked and no additional fees or charges will be charged.

G. Client, in its sole discretion, may terminate or suspend an Assignment immediately for "Cause" and require the Healthcare Professional to leave the premises without prior notice. However, Client will notify HumanEdge in writing within 24 hours of any such dismissal. "Cause" is defined as any material violation of Client policies, documented incompetence, failure of Healthcare Professional to maintain proper licensure or any violation of the drug abuse policy or any act of omission by the Healthcare Professional which has a material adverse impact on the Client. Notwithstanding the foregoing, prior to the termination of a Healthcare Professional Assignment, if the basis for the Cause termination is not for patient care, theft or fraud, Client will provide HumanEdge the opportunity to counsel the Healthcare Professional, and if within 24 hours the applicable event of Cause is remedied or cured, there will be no termination.

#### 5. Indemnification.

A. HumanEdge agrees to indemnify, defend and hold harmless Client, its directors, officers, employees, and agents from and against any and all claims, suits, damages, fines, judgments, penalties, liabilities, costs and expenses (including reasonable attorney fees, and court costs) incurred, paid or suffered by Client, to the extent they result from any claim by a third party for an act or omission committed solely by HumanEdge or any of its directors, officers, employees or agents in providing the Services under this Agreement. Provided however, Client is not entitled to indemnification for its own acts or omissions or that of its agents, servants, or employees unless such act or omission was taken as a result of the direct instructions of HumanEdge.

B. Client agrees to indemnify, defend and hold harmless HumanEdge its current and former directors, officers, employees, and agents from and against any and all claims, suits, damages, fines, judgments, penalties, liabilities, costs and expenses (including reasonable attorney fees, court costs and advancements of counsel) incurred, paid or suffered by HumanEdge, to the extent they result or arise out of any claim, act or omission by Client or any of its directors, officers, employees, or agents including other vendors pertaining to services under this Agreement. Provided however, HumanEdge is not entitled to indemnification for its own acts or omissions or that of its agents, servants, or employees unless such act or omission was taken because of the direct or indirect instructions of the Client.

C. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, INCLUDING FOR INDEMNIFICATION FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEPT FOR FEES RELATED TO THE TERMINATION OF AN ASSIGNMENT WITHOUT THE REQUIRED NOTICE.

#### 6. <u>Fees</u>

A. Fees will be billed in accordance with Attachment A and the applicable Confirmation Form.

B. Client will not be required to make payment for meal breaks, sick time off unless agreed on the Candidate Confirmation Form. Overtime will be billed 1.5 (x) multiplied by the regular bill rate & require approval from supervisor before working/billing. The total hours per week will be guaranteed in the individual Healthcare Professional's Candidate Confirmation.

C. Invoices are generated from weekly timesheets, signed and approved by the Client supervisor, and mailed weekly with the Invoice. Client shall pay each invoice within 30 days from date of the invoice. Client further agrees to pay a 1½% per month (or the maximum rate permitted by applicable law) service charge on any invoice balances over 30 days old. In the event any invoice is submitted to collection, whether or not litigation becomes necessary, Client shall be responsible for all invoices, service charges, collection and other fees, interest, court costs, reasonable attorneys' fees paid to any third party by HumanEdge for collection. In the event of breach by Client of the 30 day payment terms HumanEdge reserves the right to remove the Healthcare Professional from the Assignment to the Client and Client will pay HumanEdge for the remaining unfilled term of the Assignment. The amount due will be based on the Assignment's original end date multiplied by 8 hour work days times the agreed hourly bill rate.

#### 7. <u>Conversion and Non-Solicitation.</u>

A. Client agrees that Healthcare Professionals are unique and valuable assets of HumanEdge and HumanEdge expends significant time and money in recruiting, screening, testing, training, reference checking, marketing and other business activities to locate and maintain qualified Healthcare Professionals for assignment to its clients.

B. If a Client Entity uses the services of any Healthcare Professional, directly or "Indirectly" as its direct employee, as an independent contractor, or through any person or firm other than HumanEdge during the 2 years following the end of any Assignment of that Healthcare Professional to Client, Client must notify HumanEdge and pay HumanEdge a fee for its loss of services of the Healthcare Professional of 20% of the Healthcare Professional's annualized base salary ("Conversion Fee"). If the Healthcare Professional becomes a direct employee of a Client Entity after the Client has paid HumanEdge for at least 3000 consecutive hours worked by such Healthcare Professional as a HumanEdge employee on Assignment to Client, no Conversion fee is due. The Conversion Fee applies separately to each Healthcare Professional and one Healthcare Professional's hours are not transferable or combinable with another Healthcare Professional.

C. For purposes of this Agreement, "<u>Client Entity</u>" includes the Client and its parent, subsidiaries, affiliates, successors and permitted assigns. "Indirectly", for purposes of this Agreement, means acting through an intermediary or series of intermediaries such as the use of or contract with third parties (for example, other staffing firms, affiliates, etc.) to accomplish a task which Client Entity is prohibited from doing directly.

D. (1) If a Client Entity directly or Indirectly uses the services of a Candidate referred for an Assignment or Direct Hire (other than through HumanEdge) within 2 years after the individual was referred or introduced to Client or a Client Entity by HumanEdge, Client shall pay HumanEdge a placement fee of 20% of the Candidate's annualized base compensation.

(2) HumanEdge guarantees all Direct Hire Candidates for a period of 30 days from their start date with the Client. Should any individual placed as a Direct Hire resign or be terminated for any reason other than a low census, corporate layoff, bankruptcy, downsizing or lack of work during the first 30 days of employment by the Client, then, at Client's option, a free search will be conducted by HumanEdge to replace that Candidate or a pro-rated refund will be issued to the Client based on what percentage of the guarantee period remains following termination.

E. Fees due HumanEdge under this Paragraph are due and payable immediately on the date that a Client Entity directly or Indirectly first uses the services of a Healthcare Professional or Candidate referred by HumanEdge.

#### 8. Relationship.

A. HumanEdge and Client are independent contractors with respect to each other and nothing contained in this Agreement shall be construed to create the relationship of partners, joint ventures, agents or representatives of each other and neither shall have any authority to bind the other in any contractual arrangement.

B. Healthcare Professionals are not employees or agents of Client. Client is solely responsible for meeting its goals for profits, costs, production, and scheduling. Healthcare Professionals have no authority to legally bind HumanEdge. Neither party shall be deemed to be the legal representative of the other. Each party agrees to assume complete responsibility for its own employees regarding federal and state withholding tax, workers' compensation, social security, unemployment insurance, and compliance with

other federal, state and local laws. Notwithstanding the foregoing, the Client shall be responsible for compliance with state, federal and local occupational safety and health requirements including OSHA as it relates to any Healthcare Professional and the Assignment. Client shall, at its sole cost and expense, ensure prompt remediation of any noncompliance with state, federal and local occupational safety and health requirements including OSHA if required and shall hold HumanEdge harmless from all claims, penalties and assessments related to any such violations.

C. Both parties agree to comply with all federal, state and local rules and regulations regarding employment and neither party shall discriminate against any Healthcare Professional or Candidate on the basis of race, religion, color, national origin, sex, age, disability, veteran status, or any other class or characteristic protected under applicable law.

D. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of Client's confidential information will be imputed to HumanEdge as a result of Healthcare Professionals' access to such information.

#### 9. <u>Miscellaneous.</u>

A. <u>Choice of Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to any conflicts of law principles. For purposes of any dispute between them, the parties consent to the exclusive jurisdiction of the state and federal courts located in Hennepin County, Minnesota.

B. <u>Survival</u>. Provisions of this Agreement, which by their terms extend beyond the termination, expiration or suspension of this Agreement, including, but not limited to, Sections 5, 7 and 8, will survive and remain effective in accordance with their terms.

C. <u>Severability</u>. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the parties do business. If any provision of this Agreement or the application thereof to any person or circumstances shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

D. Entire Agreement. This Agreement, together with all Attachments, contains the entire understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter of this Agreement. In the event of any conflict between the terms of an Attachment and this Agreement, the terms of this Agreement shall govern. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties, except as specifically set forth herein with respect to Attachment A.

E. <u>Assignment/Successors</u>. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and permitted assigns. Neither party may assign, transfer its interest herein, or delegate its duties hereunder without the prior written consent of the other party. However, HumanEdge may assign its rights and delegate its duties hereunder without the consent of Client to any of its subsidiaries, affiliates or divisions, and any successor to HumanEdge's business. Further, HumanEdge may without the written consent of the Client utilize the services of subcontractors to perform Assignments and/or provide all or some of the Services hereunder.

H. <u>Notices.</u> Notice shall be effective when delivered by hand, by recognized overnight courier or by certified mail return receipt requested to the addresses set forth above or such other address provided by one party to the other.

I. <u>Force Majeure</u>. Neither party is responsible for failure or delay in performance of this Agreement (except for payment failures) if the failure or delay is due to labor disputes, strikes, fire, riot, declared or undeclared war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

J. <u>Construction, Execution, Recitals.</u> This Agreement may be executed in multiple counterparts each of which shall constitute an original instrument. The rule of construction that provides that agreements shall be construed against the drafter shall not be applied or considered in any action or proceeding to enforce this Agreement. This Agreement may be executed electronically, including by email or facsimile. The Recitals to this Agreement are incorporated herein by this reference.

K. <u>No Third-Party Beneficiary</u>. This Agreement is made solely for the benefit of the parties hereto, and their respective permitted successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

L. Legal Action. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and all other related expenses incurred in that action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

M. <u>Change of Law Compliance.</u> If any change of law, prohibits, restricts, limits or otherwise adversely affects either party's rights or obligations herein in a manner material to this Agreement or would result in foreseeable exposure to legal noncompliance or material financial adverse consequences, the parties agree to use reasonable commercial efforts to negotiate in good faith reasonable revisions to this Agreement to avoid or mitigate such consequences. If the parties fail to agree to such revisions within 30 days of the request by one party, then the requesting party may terminate this Agreement upon an additional 14 days' written notice to the other party and this Agreement will terminate on the same grounds as if it reached the end of its final term without additional liability to either party except for services rendered prior to the termination and as otherwise provided herein. Client agrees to pay to HumanEdge the amount of all new or increased labor costs associated with Healthcare Professionals that HumanEdge is legally required to pay at any time —such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels.

IN WITNESS WHEREOF, the parties have executed this Staffing Services Agreement as of the Effective Date.

CLIENT		HUMANEDGE, INC.		
By:	Name: Jeff L. Jorgenson Title: Director of Studet Support Ser	By:	Name: Title:	
Date:	10-8-2020	Date:		

### Attachment A: Contract Assignment Rate Sheet

Position	Hourly Rate	
Physical Therapist	\$65-\$75	
Physical Therapy Assistant	\$55-\$62	
Occupational Therapist	\$65-\$72	
Certified Occupational Therapy Assistant	\$55-\$62	
Speech Language Pathologist	\$65-\$75	
Speech Language Pathologist - Clinical Fellowship	\$54-\$64	
Speech Language Pathology Assistant	\$55-\$62	
Specialist in School Psychology	\$65-\$75	
School Nurse	\$60-\$65	
School Vocational Nurse/Licensed Practical Nurse	\$55-\$60	
Special Education Teachers	\$60-\$70	
Board Certified Behavior Analyst	\$65-\$72	
School Social Worker	\$60-\$70	

Travel Contract: All final rates will be agreed upon and will require authorized signature on the Candidate Confirmation sheet.

Conversion Clause: If a "Client Entity" directly or Indirectly engages the services of any Healthcare Professional as its direct employee, as an independent contractor, or through any person or firm other than HumanEdge during or within 2 years after the end of any Assignment of that Healthcare Professional to Client, Client must pay HumanEdge a fee for its loss of services of the Healthcare Professional ("Conversion Fee") equal to 20% of the Healthcare Professional's annualized salary for the Client Assignment. If the Healthcare Professional becomes a direct employee of a Client Entity after Client has paid HumanEdge for at least 3000 consecutive hours as an HumanEdge employee on Assignment to Client, no Conversion fee is due. The Conversion Fee applies separately to each Healthcare Professional placed on Assignment to Client.

Confidentiality: Any and all documents shared between HumanEdge and Client relating to this Agreement or information relating to business that takes place between the parties, including Candidate Confirmation, Certificate of Insurance and anything else that may contain private information, shall be deemed confidential and shall not be disclosed to any person or entity, other than a party's professional representatives.

Payment Terms: Invoices are generated from weekly timesheets, signed and approved by the Client supervisor, and sent weekly with the Invoice. Client shall pay each invoice within 30 days from date of the invoice.

#### **Termination:**

With Cause - Client, in its sole discretion, may terminate an Assignment immediately for Cause, as defined in Section 4G. and require the Healthcare Professional to leave the premises without prior notice. However, Client will notify HumanEdge in writing within twenty-four (24) business hours of any such dismissal.

Without Cause - Client agrees to provide HumanEdge, at least 30 days prior notice in writing, if it intends to terminate an Assignment at any time without Cause before its originally scheduled end date.

Bv:

#### \*\*If candidate is floating between facilities or doing home health, facility will be billed mileage at the current IRS rate\*\*

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written below.

[ Client ] 

HumanEdge, Inc.

Its:

Date: / (	0-08-	2020	
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Date:

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Board Meeting Date: 11/16/2020

# TITLE: Contract for Student Placement with West Metro Learning Connections, Inc.

**TYPE: Consent** 

# PRESENTERS: Jeff L. Jorgensen, Director of Student Support Services

**BACKGROUND:** The contract with West Metro Learning Connections, Inc. will provide direct special education services to an identified special education student for in eight week increments of service. The contract will be renewed or cancelled in accordance with the terms set forth in the supplemental Educational Services Agreement. This agreement will allow the identified student access to programming to ensure a free and appropriate public education.

**RECOMMENDATION:** Approve the attached contract with West Metro Learning Connections, Inc.

**PRIMARY ISSUE(S) TO CONSIDER:** Need for highly specific programming to meet the educational needs of an identified special education student.

# **ATTACHMENTS:**

- 1. Contract with West Metro Learning Connections, Inc
- 2. Supplemental Educational Services Agreement



# Public School District: Edina

Special Education Service Proposal by Debra Schipper, M.Ed., ASD & EBD Licenses • Nancy Olson, ASD & SLD Licenses • Deborah Shortreed, ASD & DD Licenses If specialist named above is unavailable, another qualified individual will provide the necessary services.

For the 2019-2020 Academic Year

This contract, effective October 27th, 2020 by and between District # 273 (hereinafter referred to as the SCHOOL) and West Metro Learning Connections, Inc. (hereinafter referred to as the AGENCY) witness that:

Whereas, the SCHOOL has determined that it is necessary to obtain services of an AGENCY to provide the unique needed IEP services described below for the students with a disability of the SCHOOL, and whereas the above named AGENCY is duly qualified to perform the necessary services, the parties agree to the terms of this contract and the AGENCY agrees to provide the services below as the responsibility of the AGENCY.

Maximum threshold of expenditure (ceiling) is \$35,200.00.

If expenditures reach the ceiling, the AGENCY will work with the SCHOOL to amend this contract.

Student Name(s):

et al.

# Proposed Temporary Alternative Setting at AGENCY and/or Support at SCHOOL

### <u>Goals</u>

- Provide a temporary placement at AGENCY for student where he can build skills to enhance his successful programming and inclusion at SCHOOL or support student at SCHOOL
- To collaborate with SCHOOL Administration, Licensed and Classified Staff to develop and implement environmental supports to enhance student's social, emotional, and behavioral development in his programming at SCHOOL
- Develop strategies, supports, recommended techniques, and replacement behaviors for student to use for stress-reduction to enhance and facilitate successful: transitions, transitions from preferred to non-preferred activities, sustained work on academic tasks, wait times, environmental and peer tolerance, etc.
- Develop "Student's Dictionary of Words, Terms, Gestures, and Signs" and a record of possible strategies and techniques that have shown to be successful with student

#### **Components/Fees**

If Applicable Hourly up to IEP Team Meetin Customized Visu Environmental Program and Les Customized Mon Weekly Preparation and F	staff on: One Time Fee For New Students o 195 before Program Begins	\$ 110/hour \$ 170/hr. \$ 550 Minimum \$2200
<ul> <li>Initial Program Preparation If Applicable Hourly up to a IEP Team Meeting on Customized Visuon Environmental Program and Les on Customized Mon</li> <li>Weekly Preparation and Hourly Prepara</li></ul>	on: One Time Fee For New Students o lgs before Program Begins	\$ 170/hr. \$ 550 Minimum
If Applicable Hourly up to IEP Team Meetin Customized Visu Environmental Program and Les Customized Mon Weekly Preparation and F	o Igs before Program Begins	\$ 550 Minimum
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<ul> <li>Weekly Preparation and I</li> </ul>	toring Sheets	
Ononing Dissuits	eedback (See first table on next page to determine this amt.)	\$1100
<ul> <li>O Ongoing Planning</li> </ul>	and Preparation (5+ hours per week)	•••• <u>•</u> •
	and other Data and Record Keeping (5+ hours per week)	

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### **CONTRACT FOR SERVICES**

Page 2

Scheduled	\$110 x Total	\$110 x Total	\$110 x Total	\$110 x Total	\$110 x Total
Attendance Hours	Prep. & Feedback	Prep. & Feedback	Prep. & Feedback	Prep. & Feedback	Prep. &
Per Day	Hours Per Day	Hours Per Week	Hours Per Week	Hours Per Week	Feedback
	For 1 Day/Week	For 2 Days/Week	For 3 Days/Week	For 4 Days/Week	5 Days/Week
5+			Same as 5		
5	2	4	6	8	10
4.5	1.8	3.6	5.4	7.2	9
4	1.6	3.2	4.8	6.4	8
3.5	1.4	2.8	4.2	5.6	7
3	1.2	2.4	3.6	4.8	6
2.5	1	2	3 .	4	5
2	.8	1.6	2,4	3.2	4
1.5	.6	1.2	1.8	2.4	3
1	.40	.8	1.2	1.6	2

 Weekly Individualized Direct Programming and Instruction with student \$110/hr. for 1:1 Estimated starting schedule for \_\_\_\_\_\_ is Monday-Friday from \_8:30\_a.m. - \_2:30\_ p.m. \$170/hr. for 2:1 Schedule may adjust to meet student needs as determined by IEP Team.

Hrs./Day	1 Day/Week	2 Days/Week	3 Days/Week	4 Days/Week	5 Days/Week
2 Hrs.	\$220	\$440	\$660	\$880	\$1100
3 Hrs.	\$330	\$660	\$990	\$1320	\$1650
4 Hrs.	\$440	\$880	\$1320	\$1760	\$2200
4.5 Hrs.	\$495	\$900	\$1485	\$1980	\$2475
5 Hrs.	\$550	\$1100	\$1650	\$3400	\$2750
6 Hrs.	\$660	\$1320	\$1980	\$2640	\$3300

Ongoing Weekly Total: Preparation and Feedback \$ plus Direct Programming \$ = \$4400
 Absences scheduled with advance notice shall be deducted at the daily rate

Round Trip Travel Time and Mileage Set at \$1/MapQuest Mile = Approx. \$60/hr. \$ Varies/trip location

(Included)

Final Report/Documents for SCHOOL Staff

The SCHOOL will make payments to the AGENCY for the services rendered at the rates listed above. Payment shall occur upon receipt of an invoice from the AGENCY at least monthly.

The AGENCY shall utilize the attendance calendar of the SCHOOL for provision of services.

To the extent the agreed upon services require that data on individuals be made available to the AGENCY, those data shall be administered in accordance with the Minnesota Government Data Practices Act, (Minnesota Statutes, Chapter 13).

Either party may terminate this agreement as follows: Either party may provide fourteen days written notice of such intent to the other party. If the program comes to a sudden end, there may be a compensatory fee for the missed time. The contract may be amended by mutual consent, in writing, at any time. If SCHOOL allows services to commence, acceptance of proposal is implied-in-fact.

By: Date: 10-28-2020 Name: Jeff L. Jorgenson Title: Director of Student Support Sorvices Address: 5701 Normandale Rd Ed!na HN 55424 Date: 10-28-Bv: DEN Debra Schipper, CEO West Metro Learning Connections, Inc.

West Metro Learning Connections, Inc. • Debra Schipper, M.Ed. 355 2<sup>nd</sup> St., Excelsior, MN 55331 • p (952) 474-0227 • f (952) 474-0249 www.wmlc.biz "Helping Kids Fit In & Shine!"

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# EDUCATIONAL SERVICES AGREEMENT

This Educational Services Agreement ("Agreement") is entered into by and between Independent School District No. 273, Edina ("District") and West Metro Learning Connections, Inc. ("WMLC).

WHEREAS, and ("Parents") are the parents of ("Student") and have the legal right to make educational decisions on behalf of Student;

WHEREAS, Student is a child with a disability who receives special education and related services under an Individual Education Plan ("IEP");

WHEREAS, Parents have asked the District to place Student at Lotus Special Education Professionals ("Lotus"), which is a division of WMLC; and

WHEREAS, the District and WMLC are entering into this Agreement to clarify their respective obligations regarding Student during the time he is placed at Lotus;

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

- 1. **Term.** This Agreement will take effect on October 27, 2020, and will automatically end at 5:00 p.m. on December 31, 2020, unless the parties mutually agree, in writing, to extend the Agreement. This Agreement will not automatically renew.
- 2. Implementation of IEP. In consultation with WMLC, the District and Parents have developed an IEP that outlines Student's program of education during the time he is placed at Lotus. WMLC agrees that the staff at Lotus will fully implement the portion of the IEP that applies to Student's placement at Lotus.
- 3. Licensure. WMLC guarantees that all services that are delivered to Student will be delivered by individuals who hold an appropriate license to provide such services in accordance with all applicable criteria established by the Minnesota Department of Education. WMLC recognizes that this is essential for the District to obtain any reimbursement for such services.
- 4. **Payment.** The District will pay WMLC for services that are provided based on the rates specified in the Special Education Service Proposal, which is attached as Exhibit A and is incorporated into this Agreement.
- 5. **Termination of Placement at Lotus.** Student's placement at Lotus will end automatically and immediately if any of the following occurs:
  - a. The two-month placement period ends and Parents and the District do not mutually agree, in writing, to continue Student's placement at Lotus:

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- b. Lotus dismisses Student from its program for any reason;
- c. Lotus determines that it is not an appropriate placement for Student and notifies Parents or District in writing;
- d. Lotus is unable to make services available to Student for more than ten consecutive school days for any reason other than an Emergency Executive Order from the federal government, the State of Minnesota, or the Governor closing schools temporarily;
- e. Student fails to attend Lotus for fifteen consecutive school days without medical documentation showing Student's absence was due to illness or injury;
- f. Student is placed in a residential or day treatment facility by a person or organization other than the District;
- g. Lotus refuses to provide monthly progress data on Student to the District;
- h. Louts refuses the District's request for any data Lotus maintains on Student;
- i. Lotus knows that a teacher or related service provider at Lotus who is working with Student is not properly licensed, has a criminal background that would disqualify the person from working with students in the District, or has been charged with a gross misdemeanor or felony, and Lotus does not immediately act to replace the teacher or service provider; or
- j. Parents request that the District terminate the placement at Lotus.
- 6. **Notification to District.** Within the timelines stated below, WMLC must provide written notice to the District whenever any of the following events occur:
  - a. WMLC must notify the District in writing within one (1) school day if WMLC or Lotus dismisses Student from Lotus for any reason.
  - b. WMLC must notify the District in writing within two (2) school days if WMLC or Lotus determines that Lotus is not an appropriate placement for the student or that it cannot provide appropriate special education and related services to the Student.
  - c. WMLC must notify the District in writing within two (2) school days if either or both Parents inform WMLC or Lotus of any complaint regarding the student's program of education or the educational services provided at Lotus.
  - d. WMLC must notify the District in writing within one (1) school day if any WMLC employee at Lotus is found to have engaged or is alleged to have engaged in any form of misconduct related to Student or is charged with or convicted of a gross misdemeanor or a felony.

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- Notices. WMLC must provide all notices by email to the District's Director of Student Support Services, Jeff Jorgensen, at Jeff.Jorgensen@edinaschools.org The District must provide all notices by email to WMLC's CEO, Debra Schipper, at <u>dschipper@wmlc.biz</u>
- 8. Data Privacy and Retention. The Minnesota Government Data Practices ("MGDPA") and the Family Educational Rights Privacy Act ("FERPA") govern all educational records and data that WMLC or Lotus collects, receives, or maintains in connection with educational services the District provides under this Agreement. Accordingly, WMLC and Lotus must comply with the MGDPA and FERPA in their collection, maintenance, and dissemination of educational records and educational data. Upon request, WMLC and Lotus must provide the District with access to any data it collects on Student. This provision survives expiration or termination of this Agreement.
- 9. Background Checks. WMLC must conduct criminal background checks on all WMLC employees, agents, and representatives who will have any contact with or provide any service to Student. The background check must be completed before the individual begins providing services to the student.
- 10. Indemnification for Lotus Acts or Omissions. WMLC agrees to defend and indemnify the District, its board members, employees, agents, representatives, insurers, and attorneys against any and all claims, demands, suits, costs, judgments, or other forms of liability, actual or claimed, including attorneys' fees, for any claimed injury to property or person that arises out of or relates to any alleged actions or omissions by WMLC or WMLC's employees, officers, directors, agents, or independent contractors other than the District. WMLC's duty to defend and indemnify the District survives the expiration or termination of this Agreement.
- 11. Insurance. At its own expense, WMLC must maintain liability insurance for its business throughout the term of this Agreement. Such insurance must be in an amount not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. The District must be named as an additional insured on this policy of liability insurance.
- 12. Equal Employment Opportunity. WMLC agrees to provide equal opportunities to all employees and applicants for employment in accordance with all applicable federal, state, and local laws. No person may be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program, service, or activity on the grounds of race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin.
- 13. **Relationship.** Nothing in this Agreement may be construed to create a partnership or joint venture between the parties. The parties have no authority or power to take any action that could legally bind the other party. Each party is considered to be an independent contractor relative to the other party, and the relationship of the parties is governed exclusively by this Agreement. The parties recognize that WMLC maintains full control over all WMLC

employees, agents, and representatives (including those at Lotus), and such individuals must not be considered to be employees, agents, or representatives of the District for any reason. Similarly, the parties recognize that the District maintains full control over all District employees, agents, and representatives, and such individuals must not be considered employees, agents, or representatives of WMLC for any reason.

14. Entire Agreement. The terms of this Agreement, which include the Special Education Service Proposal in Exhibit A, reflect the entire agreement between the parties. Except as stated in this Agreement and Exhibit A, no party has relied on any statement, promise, inducement, or representation. This Agreement supersedes any and all prior statements and agreements between WMLC and the District. No modification or waiver of any provision of this Agreement will be valid unless both parties agree to the change in writing, as evidenced by a duly signed addendum to this Agreement. A copy of this Agreement will have the same legal effect as the original.

WEST METRO LEARNING CONNECTIONS, INC.

Date:

Debra Schipper, CEO

**INDEPENDENT SCHOOL DISTRICT NO. 273** 

Date: 10-29-2020

Date: 10-29- 7020

John Schultz, Superintendent

Jeff Jorgensen, Director of Student Supp. Services

RASW: 172580

.



Board Meeting Date: 11/16/2020

# TITLE: Commendation of National Merit Scholarship Program Honorees

**TYPE: Consent** 

**BACKGROUND:** The National Merit program honors individual students who show exceptional academic ability and potential for success in rigorous college studies. These students took the Preliminary SAT/National Merit Scholarship Qualifying Test (PSAT/NMSQT) as juniors in 2019-20. The twenty-five Edina Semifinalists – who represent 3.8% of last year's junior class – are among approximately 16,000 Semifinalists, representing the top half of one percent of the nation's most academically-talented young people. During the years the National Merit Foundation has been in existence, Edina High School has had National Merit Finalists and Semifinalists each year. Since 1971, the number of Semifinalists has ranged from 8-25 students.

In addition, there are twenty-two Edina Commended Students who, though they will not continue in the competition for the 2020 National Merit Scholarship awards, are among the highest scorers, and in the top five percent, of students who enter the competition by completing the PSAT/NMSQT. These students are being recognized for their exceptional academic promise.

Semifinalists and Commended students are announced in the fall when test takers are seniors. Finalists are announced in the spring before their graduation. Some Semifinalists do not proceed to the Finalist stage if their high school academic records are not high enough, if students decline in the additional testing, or if students move to another community.

**RECOMMENDATION:** Congratulate these Edina seniors as National Merit Scholarship Program honorees.

# **ATTACHMENTS:**

1. List of Honorees (next page)

### National Merit Scholar Semifinalists

Avantika Adhikari Claire Anderson McElligott Nihar Atri Claudia Chang Nicholas Fu Leo Hickey Megan Huang Evan Jiang Owen Kareken

Allison Koester Shreya Konkimalla Ryan Koo Nicolas Landon Katherine Lin Arjun Maheshwari Yash Mangalick Thomas Ouyang Gavin Richards Henry Rose Sara Schrag Richik Sinha Choudhury Chloe Swanson Elise Wallen-Friedman Isaac Wu Alexis Yi

### **National Merit Scholar Commended Students**

Patrick Bennett Rory Conway Sara DeFor Zachary Djanin Emma Hudson Sasha Lessin-Burris Maria Linder Ellen Mi Abdikarim Mohamed Edgar O'Brien Eric Ouyang Margaret Randall Eric Seng Cole Statz Luke Swain Evan Tessmer-Tuck Benjamin Tietjen Katherine Wetmore Ellen Whalen Jamie Yuan Sophia Zak Bowen Zheng

School Year	Semifinalists	Commended	Junior Class Size	Semifinalist % of Junior Class	Commended % of Junior Class	Total % National Merit of Jr. Class*	Number Of Finalists
2020-21	25	22	660	3.8%	3.3%	7.1%	Announced in 2020
2019-20	19	20	654	2.9%	3.0%	6.0%	16
2018-19	17	30	700	2.4%	4.3%	6.7%	17
2017-18	16	31	665	2.4%	4.7%	7.5%	15
2016-17	14	35	677	2.1%	5.2%	7.2%	14
2015-16	20	21	643	3.1%	3.3%	6.4%	20
2014-15	16	21	674	2.4%	3.1%	5.5%	15
2013-14	17	22	628	2.7%	3.5%	6.2%	10
2012-13	12	29	654	1.8%	4.4%	6.2%	12
2011-12	14	33	630	2.2%	5.2%	7.4%	13
2010-11	15	19	620	2.4%	3.0%	5.4%	13

# Historic Record of Edina National Merit Semifinalists and Commended Students

# Male/Female Comparison of National Merit Recipients

School Year	Total Scholars	Number of Males	Male % of Total	Number of Females	Female % of Total
2020-21	47	26	55%	21	45%
2019-20	39	16	41%	23	59%
2018-19	47	31	66%	16	34%
2017-18	50	28	56%	22	44%
2016-17	49	24	49%	25	51%
2015-16	41	21	51%	20	49%
2014-15	37	15	41%	22	59%
2013-14	39	22	56%	17	44%
2012-13	42	14	33%	28	66%
2011-12	47	22	47%	25	53%
2010-11	34	14	41%	20	59%



Board Meeting Date: 11/16/2020

# TITLE: 2021 Technology Levy Update

**TYPE:** Discussion

# PRESENTER(S): Steve Buettner, Director of Media & Technology Services; John Toop, Director of Business Services

**BACKGROUND:** The 2020-21 school year marks the end of the ten-year technology levy. The funds from this levy allowed the district to upgrade technology and infuse technology into our instructional practices.

**RECOMMENDATION:** Discuss the renewal of the technology levy with vote to occur May 11, 2021.

**PRIMARY ISSUE(S) TO CONSIDER:** The use of technology is pervasive in all aspects of our educational system. From managing our heating, keeping us safe, paying our employees and of course guiding, enhancing and directing our instruction, technology is key. Though the current technology levy has served the district to incorporate technology into these areas, we will need to continue our investment in technology as well as explore other areas of technology use. In order to ensure continuity of service and support, the administration is proposing a May 11, 2021 day for potential vote on this levy. If there are no other items on the ballot, the district may incur costs for conducting a levy vote.

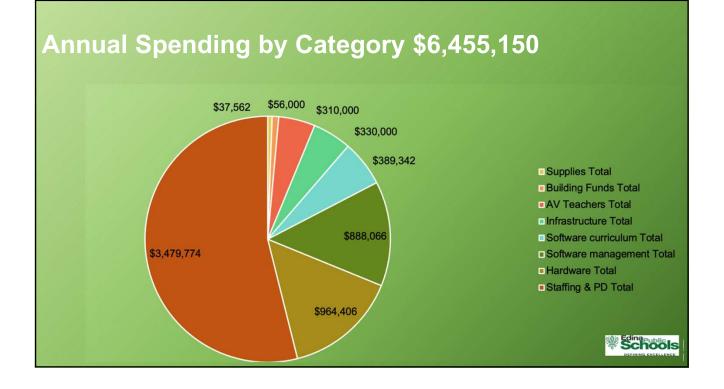
# ATTACHMENTS:

1. Presentation



# **Technology Levy: Current Reality**

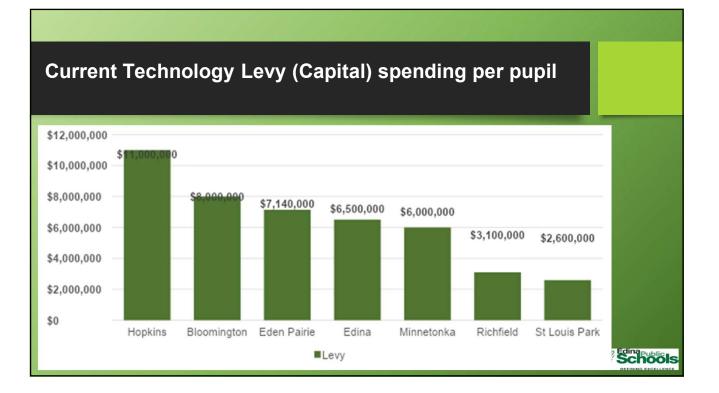
- Expires 2021
- Currently at \$6,500,000 per year
- Supports all aspects of the school system

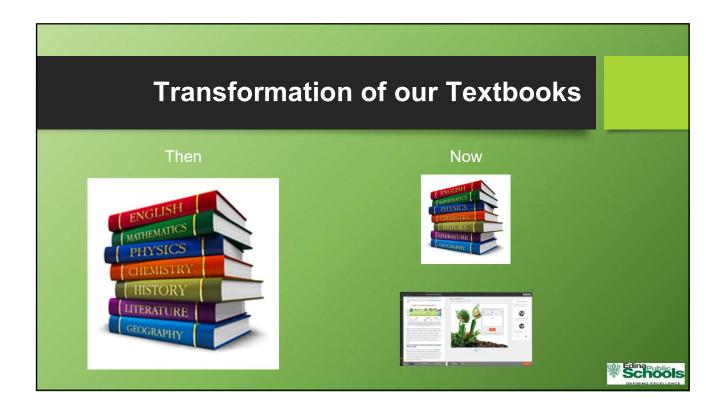


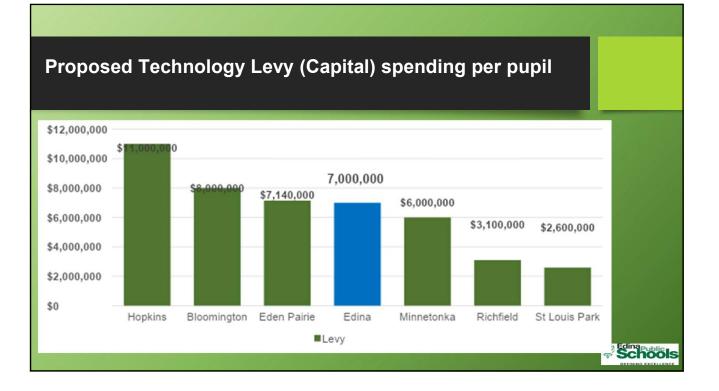
# **Technology Levy: Future Needs**

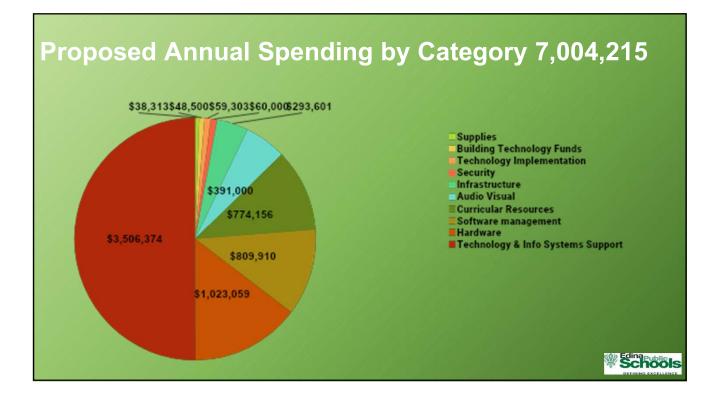
- Continue our excellence by ensuring that we leverage technology when it is the best tool and supporting our investment by maintaining and replacing our current technology.
- Technology encompasses staff, software, hardware, network and increasingly
- Curricular materials

Edina Public IS









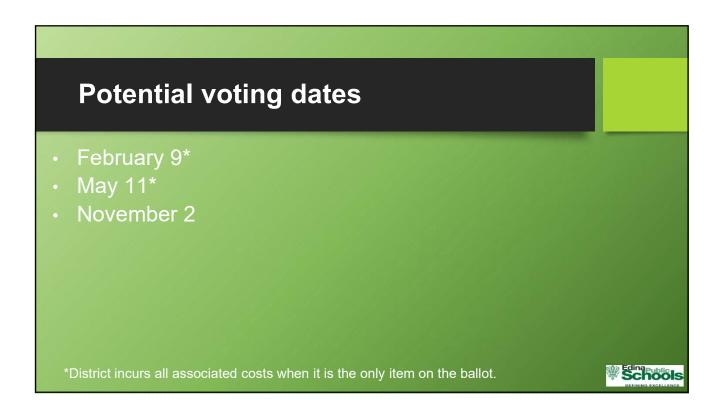
# **Proposed Annual spending by Category**

Area	AMT
Supplies	\$ 38,313
Building Technology Funds	\$ 48,500
Technology Implementation	\$ 59,303
Security	\$ 60,000
Infrastructure	\$ 293,601
Audio Visual	\$ 391,000
Curricular Resources	\$ 774,156
Software management	\$ 809,910
Hardware	\$ 1,023,059
Technology & Info Systems Support	\$ 3,506,374
Grand Total	\$7,004,215

House Value	Estimated Taxes Payable 2021 for Increase in Capital Project Levy*				
	\$500,000	\$750,000	\$1,000,000		
\$300,000	\$12	\$18	\$25		
\$600,000	\$26	\$40	\$53		
\$900,000	\$42	\$64	\$85		

Schools





# **Preferred Option B**

- Fall 2020: Referendum Planning
- January: Board Discussion
- February 8: Last day to adopt resolution
- May 11\*: Election day

\*District incurs all associated costs when it is the only item on the ballot.





Board Meeting Date: 11/16/2020

TITLE: Policy Review (Rapid)

**TYPE:** Discussion

# **PRESENTER(S):** Board Policy Committee

**BACKGROUND:** The following policy has been reviewed with an eye toward clarity, District practice, and alignment with State and Federal statutes. It has minimal changes.

• Policy 424 - License Status

**RECOMMENDATION:** Review the suggested policy modifications.

### **ATTACHMENTS:**

1. Policy 424 - License Status

# Personnel

# License Status

# I. Purpose

This policy ensures that the school district employs qualified teachers and fulfills its duty to ascertain the licensure status of its teachers. This policy does not negate a teacher's duty and responsibility to maintain a current and valid teaching license.

- II. General Statement of Policy
  - A. Teachers must hold a valid teaching license or permission from the Minnesota Department of EducationProfessional Educator Licensing and Standards Board ("PELSB") to perform the particular teaching service for which the teacher is employed by the school district.
  - B. The school district has the duty to ascertain the <u>teacher's</u> licensure status of its teachers and ensure that the district's teacher license files are current. The district annually reviews its teacher license files to verify that eachery teacher's license is current and appropriate to the particular service for which the teacher is employed by the district.
- III. Procedure
  - A. The school district has established a schedule for the annual review of teacher licenses.
  - B. When the district conducts its review, the district will provide written notification of the upcoming expiration to teachers whose licenses expire within one year from the date of review. However, the district's failure to provide this notice to teachers does not relieve teachers' responsibility to ensure that their teaching license is valid and appropriate to their teaching assignment.

<u>B</u>C.

If the district discovers that a teacher's license has expired or that the teacher is not appropriately licensed, the district will immediately investigate the circumstances surrounding the lack of license and will take appropriate action, as determined by the superintendent/designee based on recommendations from the Minnesota Department of Education<u>PELSB</u>.

<u>C.</u> A teacher's failure to have <u>an appropriate the</u> license reinstated constitutes

gross insubordination, inefficiency and willful neglect of duty, which may beare grounds for immediate discharge from employment.

# <del>D</del>.<u>D</u>

.\_The duty and responsibility of maintaining a current and valid teaching license appropriate to the teaching assignment as required by this policy remains with the teacher. A teacher's failure to comply with this policy may be grounds for the teacher's immediate discharge from employment.

Legal References:

Minn. Stat. § 122A.16 (Highly Qualified Teacher Defined)

Minn. Stat. § 122A.22 (District Verification of Teacher Licenses)

Minn. Stat. § 122A.40, Subd. 13 (Employment; Contracts; Termination – Immediate Discharge)

Minn. Stat. § 127A.42 (Reduction of Aid for Violation of Law)

Vettleson v. Special Sch. Dist. No. 1, 361 N.W.2d 425 (Minn. App. 1985) Lucio v. School Bd. of Independent Sch. Dist. No. 625, 574 N.W.2d 737 (Minn. App. 1998)

*In the Matter of the Proposed Discharge of John R. Statz* (Christine D. VerPloeg), June 8, 1992, *affirmed*, 1993 WL 129639 (Minn. App. 1993)

Policy

adopted: 1/26/09 Revised: 8/19/13 Reviewed: 9/26/16 INDEPENDENT SCHOOL DISTRICT 273 Edina, Minnesota



DEFINING EXCELLENCE

Board Meeting Date: 11/16/2020

TITLE: Policy Review

**TYPE:** Discussion

### **PRESENTER(S):** Board Policy Committee

**BACKGROUND:** The following policies have been reviewed with an eye toward clarity, District practice, and alignment with State and Federal statutes. Policies 411 and 412 are being recommended for rescission as unnecessary and confusing. Both a tracked changes version and accepted revisions version of Policy 808 are included for easier review.

- Policy 406 Public and Private Personnel Data
- Policy 423 Employee-Student Relationships

**RECOMMENDATION:** Review the suggested policy recommendations.

### **ATTACHMENTS:**

- 1. Policy 406 Public and Private Personnel Data
- 2. Policy 423 Employee-Student Relationships

# Personnel

# Public and Private Personnel Data

I. Purpose

This policy provides guidance to school district employees as to the treatment of data the district collects and maintains regarding its <u>employeespersonnel</u>.

- II. General Statement of Policy
  - A. All data on individuals collected, created, received, maintained or disseminated by the school district, which is classified by statute or federal law as public, is accessible to the public pursuant to the procedures established by the district.
  - B. All other data on individuals is private or confidential.
    - C. Employees may release private data about themselves through the use of the Employee Authorization to Release Private Personnel Data.
- **III.** Definitions
  - A. "Public" data means the data is available to anyone who requests it.
  - B. "Private" data means the data is available to the subject of the data and to district employees who need it to conduct <u>district the business of the district</u>.
  - C. "Confidential" data means the data is not available to the subject of the data.
  - D. "Personnel data" means government data on individuals maintained because they are or were <u>district employees employees of the district</u>, applicants for employment <u>or district advisory board/committees</u>, or <u>district</u> volunteers or independent contractors for the district, or members of or applicants for an advisory board or commission.
  - E."Finalist" means an individual who is selected to be interviewed by the district for a position.
  - F. "Protected health information" means individually identifiable health information transmitted in electronic form by a school district acting as a health care provider. "Protected health information" excludes health information in education records covered by the federal Family Educational Rights and Privacy Act and employment records held by a school district in its role as employer.
  - G. "Public officials" means business managers; human resource directors; athletic directors whose duties include at least 50 percent of their time spent in

administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals.

# IV. Public Personnel Data

A. In general, t<sup>+</sup> he following information on employees, including volunteers and independent contractors, is public: (1) personal information (i.e. name, education and training background, previous work experience); (2) compensation information (e.g. actual gross salary, salary range, terms and condition of employment, payroll time sheets); and (3) work and performance information (e.g. job title, job description, work location, work phone number, existence and status of any complaints against the employees).

# 1. Personal Information

- a. Name
- b. Education and training background
- c. Previous work experience

# 2. Compensation-related information

- a. Actual gross salary
- b. Salary range
- c. Terms and conditions of employment relationship
- d. Contract fees
- e. Actual gross pension
- f. Value and nature of employer-paid fringe benefits
- g. Basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary
- h. Payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data

# 3. <u>Work and performance information</u>

- a. Job title
- b. Employee identification number, which may not be the employee's social security number
- c. Bargaining unit
- d. Job description
- e. Date of first and last employment
- f. Work location
- g. Work telephone number
- h. Work email address(es)
- i. Badge number
- j. Work-related continuing education
- k. Honors and awards received

0. Existence and status of any complaints or charges against the employee, regardless of whether the

complaint or charge resulted in a disciplinary action The final disposition of any disciplinary action together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district regardless of whether there has been a final disposition, upon completion of an investigation of a complaint or charge against a public official, as defined in Minn. Stat. § 13.43, Subd. 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.

1. data relating to a complaint or charge against a public official is public only if: (1) the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or (2) potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement. Data that is classified as private under another law is not made public by this provision.

The complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data

B. Applicants for employment

With respect to employment applicants, the following information is public information: (1) finalist's names; (2) veteran status; (3) relevant test scores; (4) rank on eligible list; (5) job history; (6) education and training; and (7) work availability.

- m. The names of "finalists" are public. (Names of applicants are private data except when certified as eligible for appointment to a vacancy or when they become finalists for an employment position.)
- n. Veterans status
- o. Relevant test scores
- p. Rank on eligible list
- q. Job history
- r. Education and training
- s. Work availability
- V. Private Personnel Data
  - A. If not specifically noted as public data in Section IV above, all other Except as provided in state law, all other personnel data are private data and will only be shared with district employees who has a legitimate business interest in the

<u>information</u>. se work requires access. -Private data will not be otherwise released unless authorized by law or by the employee's informed written consent.

B.Data pertaining to an employee's dependents are private data on individuals.

C. Data created, collected or maintained by the school district to administer employee assistance programs are private.

D. An individual's checking account number is private when submitted to a government entity.

- BE. Personnel data may be provided disseminated to labor organizations to the extent the district determines it is necessary for the labor organization to conduct its business or when authorized by the commissioner of the bureau of mediation services.
- F.The district may display a photograph of a current or former employee to prospective witnesses as part of the district's investigation of any complaint or charge against the employee.
- G.The district may, if the responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
  - 1. The person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
  - 2.A prepetition screening team conducting an investigation of the employee under Minn. Stat. § 253B.07, Subd. 1; or
  - 3.A court, law enforcement agency, or prosecuting authority.
- H.Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of such a crime or alleged crime.
- I.A complainant has access to a statement provided by the complainant to the district in connection with a complaint or charge against an employee.
- J.When allegations of sexual or other types of harassment are made against an employee, the employee does not have access to data that would identify the complainant or other witnesses if the district determines that the employee's access to that data would:
  - 1.threaten the personal safety of the complainant or a witness; or 2.subject the complainant or witness to harassment.

- If a disciplinary proceeding is initiated against the employee, data on the complainant or witness is available to the employee as may be necessary for the employee to prepare for the proceeding.
- K.The district will make any report to the Minnesota Department of Education (MDE) as required by Minn. Stat. § 122A.20, Subd. 2, and will, upon written request from the licensing board having jurisdiction over a teacher's license, provide the licensing board with information about the teacher from the district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minn. Stat. § 122A.20, Subd. 2.
- L. Private personnel data will be disclosed to the department of economic security for the purpose of administration of the unemployment insurance program under Minn. Stat. Ch. 268.
- M.When a report of alleged maltreatment of a student in a school is made to the commissioner of education, data relevant to and collected by the district about the person alleged to have committed maltreatment must be provided to the commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of informing a parent, legal guardian, or custodian of a child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- N.The district must release to a requesting district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if an investigation conducted by or on behalf of the district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or the employee resigned while a complaint or charge involving the allegations was pending, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee's alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minn. Stat. Ch. 13. Data that are released under this paragraph must not include data on the student.
- O.The identity of an employee making a suggestion, as part of an organized selfevaluation effort by the district to cut costs, make the district more efficient, or to improve district operations, is private.
- P.Health information on employees is private unless otherwise provided by law. To the extent that the district transmits protected health information, the district will comply with all privacy requirements.
- Q. Personal home contact information for employees may be used by the district and shared with other governmental entities in the case of an emergency event

or other disruption to ensure the operational continuity for the district or governmental entity.

- R. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.
- S. When a teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual abuse or when the commissioner of the MDF makes a final determination of child maltreatment involving a teacher, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minn. Stat. § 13.41, Subd. 5, and must provide the Board of Teaching and the licensing division at MDE with the necessary and relevant information to enable the Board of Teaching and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minn. Stat. § 123B.03, a school board or other school hiring authority must contact the Board of Teaching and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting district seeks the information because the subject of the data has applied for employment with the requesting district.
- VI. Multiple Classifications

If data on individuals are classified as both private and confidential by Minn. Stat. Ch. 13, or any other state or federal law, the data are private.

VII. Change in Classifications

The district will change the classification of data in its possession if it is required to do so to comply with other judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving entity.

VIII. Responsible Authority

The district has designated the director of human resources as the authority

responsible for personnel data.

# <u>VII</u>IX.

Employee Authorization/Release Form

An employee authorization form is included as an <u>aAppendix</u> to this policy.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Minn. Stat. § 13.02 (Definitions)

Minn. Stat. § 13.37 (General Nonpublic Data)

Minn. Stat. § 13.39 (Civil Investigation Data)

Minn. Stat. § 13.43 (Personnel Data)

Minn. Stat. § 13.601, Subd. 3 (Elected and Appointed Officials)

Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting)

Minn. Stat. § 122A.40, Subds 13 and 16 (Employment; Contracts; Termination)

Minn. Stat. § 626.556, Subd. 7 (Reporting of Maltreatment of Minors)

P.L. 104-191 (HIPPA)

45 C.F.R. Parts 160 and 164 (HIPPA Regulations)

Cross References:

Policy 206 (Public Hearings and Public Participation in School Board Meetings, Data Privacy Considerations)

Policy 515 (Protection and Privacy of Student Records)

Policy		INDEPENDENT SCHOOL DISTRICT 273
adopted:	9/22/08	Edina, Minnesota
revised:	5/28/13	
revised:	6/13/16	

# Appendix I to Policy 406 CONSENT TO RELEASE DATA, INFORMED CONSENT

Request from an Individual Employee to release private employment data

By completing this form, the employee requests that the school district releases the employee's private personnel data to An individual asks the government entity to release his/her private data to an outside entity or person. In general, the school district Because the entity does not have statutory authority to release the data, unless it must get the employee/sindividual's written informed consent.

If you have any questions about the information on or purpose of this form, or would like more explanation, please contact the <u>Human Resources Department Director of Human Resources (952-848-4909)</u> before you sign it.

I, <u>[en</u>	<u>nployee's n</u>	ame <mark>c</mark>	ə <del>f individu</del>	ı <del>al dat</del>	<del>a subjec</del>	<b>ŧ</b> ]	_, give n	ny per	missi	on fo	r Edina Pu	blic
Schools to release data about me to described on this form.						[nam	e of other	entity o	or pers	on]	as	
Private D	ata Requ	estec	d to be I	Relea	ased:							
Private D	ata Not to	be F	Release	ed:								
Specific	purpose	for	which	the	entity	or	person	can	use	the	provided	data
Date of e	xpiration	of thi	s conse	nt:								

By my signature below, I recognize that although the data are classified as private for Edina Public Schools, the classification/treatment of the data may not be considered private to the entity or person to which the information is being released. I understand that this consent will expire one year from the date of the signature below, although I can revoke this consent at any time. This release is full and sufficient authorization pursuant to Minn. Stat. § 13.05 and Minn. R. 1205.1400.

Employee's	Individual data	subject's signature	)	
Date				

\_ Date\_\_\_

Established: 9/22/08; Revised: 5/28/13: <u>Revised 9/9/20</u>

# Personnel

# Employee–Student Relationships

## I. Purpose

This policy commits the school district to an educational environment in which all students are treated with respect and dignity. <u>Every Each</u> school district employee is to provide students with appropriate guidance, understanding and direction, while maintaining a standard of professionalism, and acting within accepted standards of conduct.

- II. General Statement of Policy
  - A. This policy applies to all-school district employees, including for purposes of this policy, any district volunteers, at all times and regardless of location., whether on or off duty and on or off of school district locations.
  - B. Students will be treated by teachers and other district employees with respect, courtesy and consideration and in a professional manner. A district employee is expected to exercise good judgment and professionalism in interpersonal relationships with students. Relationships must be and remain on a teacher-student basis or an employee-student basis.
  - C. Teachers must be mindful of their inherent positions of authority and influence over students. Similarly, other district employees also may hold positions of authority over students and must be mindful of their authority and influence over students.
  - D. Sexual and other inappropriate relationships between district employees and students, without regard to the age of the student, are strictly forbidden, could result in employee discipline, and could may subject the employee to criminal liability at the discretion of the prosecuting authority.
  - <u>F. E. District employees must employ safeguards against the appearance of improper relationships with students.</u>
  - H. F. District employees will adhere to applicable standards of ethics and professional conduct in Minnesota law.
  - E. <u>G.</u> Other actions that violate this policy include, but are not limited to, the following:
    - 1. Dating or having inappropriate relationships with students;

- 2. Having any interaction/activity of a sexual nature with a student;
- 3. Committing or attempting to induce students or others to commit an illegal act, an act of immoral conduct, an act that may be harmful to others, or an act that may bring discredit to the district or student; and
- 4. Supplying alcohol or any illegal substance to a student, allowing a student access to such substances, or failing to take reasonable steps to prevent such access from occurring; and
- 5. Excessive informal and social involvement with individual students.
- F. District employees must employ safeguards against the appearance of improper relationships with students.
- G. Excessive informal and social involvement with individual students is unprofessional, is not compatible with employee-student relationships, and is inappropriate.
- H. District employees will adhere to applicable standards of ethics and professional conduct in Minnesota law.
- III. Reporting and Investigation
  - A. Complaints and/or concerns regarding alleged violations of this policy are handled in accordance with Policy 104 (Complaints – Students, Employees, Parents, Other Persons) unless other specific complaint procedures are provided within another district policy.
  - B. <u>All eE</u>mployees will cooperate with any investigation of alleged acts, conduct or communications in violation of this policy.
- IV. School District Action

Upon receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, <u>or</u> termination-<u>or discharge</u>. It also may The district may include-reporting violations of this policy to appropriate state or federal authorities, including but not limited to the Minnesota Department of Education, other appropriate licensing authority, and agencies involved in maltreatment of minors and/or vulnerable adults. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.

V. Scope of Liability

Employees are placed on notice that if an employee acts outside the performance of the duties of the position for which the employee is employed, or is guilty of malfeasance, willful neglect of duty, or bad faith, the school district is not required to defend and indemnify the employee for damages in <u>any</u> district-related litigation.

Legal References:

- Minn. Stat. § 13.43, Subd. 16 (School District or Charter School Disclosure of Violence or Inappropriate Sexual Contact)
- Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting to Minnesota Board of TeachingPELSB)
- Minn. Stat. § 122A.40, Subds. 5(b) and 13(b) (Mandatory immediate discharge of teachers with license revocations due to child or sex abuse convictions Employment Terminiation)

Minn. Stat. § 609.341-609.352 (Defining "intimate parts" and "position of authority" as well as detailing various sex offenses Definitions, Criminal Offenses)

Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)

Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)

Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)

Minn. Rules Part 8700.7500 (Code of Ethics for Minnesota Teachers)

Cross References:

Policy 104 (Complaints - Students, Employees, Parents, Other Persons)

Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee or Student)

Policy 306 (Administrator Code of Ethics)

Policy 403 (Discipline, Suspension and Dismissal of School District Employees)

Policy 413 (Harassment and Violence)

Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

Policy 421 (Gifts to Employees)

Policy 507 (Corporal Punishment)

Policy 634 (Electronic Technologies Acceptable Use)

Policy adopted: 10/20/08 Revised: 8/19/13 Reviewed: 9/26/16 INDEPENDENT SCHOOL DISTRICT 273 Edina, Minnesota



Board Meeting Date: November 16, 2020

#### TITLE: Science Curriculum Adoption Recommendation

**TYPE:** Action

#### PRESENTERS: Jody De St. Hubert, Director of Teaching and Learning

**BACKGROUND:** This report includes information about the new Science standards the Minnesota Department of Education has passed into statute and the recommended adjustments for implementation that MDE has created. It also includes a summary of the Middle Level Science Design Team process, including the experience of piloting Science curriculum materials at the middle level and the decision-making process that has led to the recommendation to adopt the Amplify Science curriculum for use in Edina in grades 6-8.

**RECOMMENDATION:** Approve the adoption of the Amplify Science Curriculum in grades 6 to 8.

**PRIMARY ISSUE(S) TO CONSIDER:** Science Curriculum in grades 6 to 8.

#### **ATTACHMENTS:**

- 1. Report
- 2. Appendix items I
- 3. Appendix items II

# Science Standards Information and Summary:

#### Resources:

<u>MDE Science Page (https://education.mn.gov/MDE/dse/stds/sci/</u>) (including timeline)

#### Information and Summary:

The Legislative requirements of the new Science standards include:

- 1. Standards that are general goals or summary descriptions of student learning.
- 2. K-8 Benchmarks specific to grade level.
- 3. Alignment with graduation requirements.
- 4. Career and college readiness goals.
- 5. The contributions of MN American Indians in connection to International Society for Technology in Education (ISTE).
- 6. A grounding in current research and national trends, including the Next Generation Science Standards (NGSS).

Currently 20 states have adopted the NGSS standards and 19 have adapted. Minnesota has adapted the NGSS standards in order to create MN Science Standards. Within the NGSS, there are three dimensions to learning science. The dimensions are combined to form each standard and the dimensions work together to help students build a cohesive understanding of science over time. The three dimensions are:

- cross cutting concepts (framework for scientific thinking across disciplines)
- science and engineering practices (standard behaviors that scientists and engineers use to explain the world or solve problems)
- disciplinary core ideas (fundamental scientific knowledge)

More information about these dimensions and NGSS can be found at <a href="https://www.nextgenscience.org/">https://www.nextgenscience.org/</a>

An important goal of three-dimensional science teaching is for students to engage in the process of solving a phenomena that provides pathways for students to engage in inquiry and problem solving.

The organization of the MN standards reflect the interconnectedness of science with an integration of the three dimensions. The standards are organized around the following 8 practices:

- 1. Asking questions and defining practices. (strong in past MN Science standards)
- 2. Developing and using models. (new approaches for MN)
- 3. Planning and carrying out investigations. (strong in past MN Science standards)
- 4. Analyzing and interpreting data. (strong in past MN Science standards)
- 5. Using mathematics and computational thinking. (new approaches for MN)
- 6. Developing explanations and designing solutions. (strong in past MN Science standards)
- 7. Engaging in argument from evidence. (in MN ELA standards)
- 8. Obtaining, evaluating, and communicating information. (in MN ELA standards)

# Science Curriculum Review Process Update:

Since the 2018-2019 school year the Science Design team has been engaged in the <u>Edina</u> <u>Curriculum Review Process</u> in order to prepare for the changes in MN Science standards. Using a <u>Guiding Change Document</u> the teams determined the expected results that would be accomplished through the decision making curriculum review process.

During the 2019-2020 school year the team created <u>Edina Science Guiding Principles</u> in addition to a <u>Science Materials Selection Rubric</u>. The Middle Level Science Design Team used these documents as guides to move forward with curriculum evaluation. In addition they engaged in discussions with surrounding districts and curriculum review sources. The two curriculums they chose to pilot were STEMScopes and Amplify.

# Middle Level Science Curriculum Pilot Information Gathering:

After the completion of each pilot period, pilot teachers engaged in conversations about their experiences. The information shared was captured in a table organized as pros and cons.

# Internal Science Materials Discussion: STEMScopes

Pros	Cons
<ul> <li>There is a large bank of resources organized very well.</li> <li>The resources are adaptable and flexible.</li> <li>There are a lot of handson labs and experiences for students.</li> <li>Pat (our sales rep) offered great customer support and help.</li> </ul>	<ul> <li>The phenomena are not very engaging for students and in our opinion do not capture the true heart of a scientific phenomena.</li> <li>Each of the lessons we interacted with or explored needed work and a decent amount of support. We felt that with a lot of time or energy, we would have the capacity to put together similar lessons/experiences for students.</li> <li>The curriculum resources did not feel different enough than traditional science instruction. We felt a little bit like many of the labs and learning were labs that were classic science labs repackaged and reframed. As we learn about NGSS and the spirit of 3 dimensional learning, the lessons really should look and feel different.</li> <li>Small example, but a detail worth noting as it was a symptom of a bigger concern, some of the suggested Enrichments/extensions did not seem to actually help students go deeper.</li> </ul>

#### Internal Science Materials Discussion: Amplify

Pros	Cons
<ul> <li>Having a structure to build off of</li> <li>Online tools are helpful (very positive right now with online teaching)</li> <li>Storylines are overarching and complex. Lessons align with storyline</li> <li>Text allows us to teach reading strategies</li> <li>Text has many features (audio, note-taking) and using articles that are current as opposed to traditional texts</li> <li>The materials that we have been given is stuff that we can't create on our own (many teachers feel they can insert a lab using their own prior experience)</li> <li>The SIMS are incredible.</li> <li>The level of customer service is amazing.</li> <li>Slides for teachers to build off of is super helpful.</li> <li>Suggested labs/flextensions for each unit</li> </ul>	<ul> <li>Not a lot of labs (act of science missing)</li> <li>Information dated from 6th grade launch unit (Mars rover)</li> <li>Equipment is not of high quality.</li> </ul>

#### Internal Science Materials Selection Rubric: STEMScopes and Amplify

In completing the <u>Science Materials Selection Rubric</u> teachers objectively and individually reflected on the pilot experience with each curriculum. The average score in almost every category reflected Amplify as more closely aligned to the desired criteria. The total score for STEMScopes was 38 out of 56 and the total score for Amplify was 50/56.

Criteria (& Importance 1-3) 1 (=weak) & 3 (=strong)	STEM- Scopes Rating	STEMScopes Evidence	Amplify Rating	Amplify Evidence
<ul> <li>Standards based (3)</li> <li>NGSS Aligned: <ul> <li>Storyline of phenomena that build upon each other.</li> </ul> </li> <li>Materials ask students to make connections with not only the practices but also the cross-cutting concepts and the core ideas.</li> <li>Materials elicit direct, observable evidence of student progress in the three-dimensions, not just content knowledge.</li> <li>Open-ended opportunities for students to discover</li> </ul>	2.5	Storyline was not clearly present Labs and activities were similar to what we have done in the past Phenomena were not phenomenal	4	NGSS aligned New creation based on NGSS (not retrofitted) Compelling phenomena and storylines that drive each unit Clear use of cross-cutting concepts Clear use of practices of science Teacher support for implementing 3D standards

#### Rate each criteria from 1 (= weak) to 4 (= strongest)

rather than do Campbell soup science. It looks different from what we have done for 15 years! MN Aligned (2) • Includes the MN-specific benchmarks OR the content and structure to	3.5	Standards based Three dimensions were isolated and not connected	3	NGSS aligned, but not specifically MN-aligned. Will require adjustments to become fully aligned. Easy to identify areas of focus to
<ul> <li>easily add those pieces.</li> <li>Phenomena focused challenges/inquiries (3)</li> <li>Phenomena drives the learning</li> <li>Phenomena are connected to grade/grade-band core ideas</li> <li>Materials embed phenomena/problems across multiple lessons for students to build knowledge in the three dimensions</li> <li>Materials leverage students' prior knowledge/experiences related to the phenomena</li> </ul>	2	Phenomena were not engaging, disjointed without a clear storyline, not compelling (ex. Ice melting, sugar falling)	4	<ul> <li>become MN aligned.</li> <li>Phenomena drive the learning.</li> <li>Phenomena are engaging, interesting, and compelling. Each activity drives the learner back to the anchor phenomenon for the unit.</li> <li>Ex: Engineering a solution for rescue workers when the power is out and they need energy for their batteries.</li> <li>7th grade: Students learned about a person cured with a fecal transplant to convince a fictional senator to fund fecal transplant research.</li> </ul>
<ul> <li>Interdisciplinary (2)</li> <li>Overt, meaningful connections to ELA &amp; Math standards.</li> </ul>	3	Readings and resources that could be tied to ELA and math, but relied on the teacher to make the connections	4	Strong ELA connections Ex: Active reading with annotations, scientific writing Math connections are present as extended activities for each lesson
<ul> <li>Teacher materials (3)</li> <li>Editable</li> <li>User-friendly for teachers who are not comfortable teaching science (K-5)</li> <li>Supports the use of student science notebooks (but not a workbook)</li> <li>Teacher overview of unit <ul> <li>List of equipment needs by unit/topic</li> <li>Big picture view includes scientific</li> </ul> </li> </ul>	3.5	Left things open to the teacher to decide what to use of the materials provided - would not lead to great alignment from this perspective Materials were easy to edit and use - though would prefer Google Docs to Google Slides which were favored by STEMScopes	4	Comprehensive teacher guide for full implementation (Ex. explanation of science pedagogy, specific questions to ask with teacher maneuvers based on student responses)

<ul> <li>background information and research (K-5)</li> <li>General organized pacing guide/scope and sequence</li> <li>Coherent/clear articulation of pacing/concepts</li> <li>Allows for vertical and horizontal alignment</li> </ul>				
<ul> <li>Differentiation/ Personalization (2)</li> <li>Suggestions for extensions/enrichments, pursuing student-driven questions</li> <li>Simplified big ideas/essential questions for each unit</li> </ul>	3	Provided materials for teachers to draw from, but extensions and enrichments were not rigorous or deepen students understanding of concepts (ex. Make a poster, build a candle- holder)	3	Includes critical-juncture assessments where students take a mid-unit assessment, which will differentiate their experience based on student performance. Ability for students to pace faster. Includes flextensions, which are enrichments/extensions for students within the unit Many articles available for further learning.
<ul> <li>Student materials (3 MS; 0</li> <li>K-5)</li> <li>Ready to go handouts/materials for students</li> </ul>	2.5	Provided easy to edit materials, but all materials needed to be adjusted for clarity and comprehension.	4	All materials provided in an easily- accessible online platform
<ul> <li>Student thinking (3)</li> <li>CER embedded into the materials</li> <li>Has students acting as scientists, not just learning about science. Students have opportunities to collect and analyze data through experiments and simulations.</li> </ul>	3	Lots of embedded CERs and language around scientific argumentation.	4	Strong use of scientific argumentation on formative and summative work within each unit.
<ul> <li>Equipment/Materials (3)</li> <li>Non-consumables auxiliary resources provided with implementation</li> <li>Reasonable consumable materials (supplies, student notebooks, etc) cost that is budgeted for</li> </ul>	3	Materials were easily accessible and provided in kits Required many consumables Lots of hands-on experiments	3.5	All materials were provided within the kit provided for each unit. Each unit did not contain many hands-on experiments so few consumables were required.

the entire length of the adoption (i.e. a budget that rolls over from year to year to purchase con-sumables for 10 years)				
<ul> <li>Assessments (2 MS; 1 K-5)</li> <li>Ideally offers formative/summatives</li> <li>Assessment format mirrors the teaching</li> </ul>	2.5	Included formative and summative assessments, but needed modifications for clarity and comprehension. Assessments were not well-rounded.	3	Assessment mirrors the progression of teaching. Many formatives embedded throughout with a critical juncture formative as an indicator of student progress. Also includes suggested instructional maneuvers based on student data. Some teachers reported summative assessments as lacking.
<ul> <li>Assessment reporting (not rated)</li> <li>Assessments track achievement of individual benchmarks or standards</li> <li>Assessments can easily be integrated within Schoology/Seesaw</li> <li>Grade pass-back to Schoology and Infinite Campus</li> </ul>	2.5	Assessments could be given in Schoology, but did not easily communicate with the gradebook in our limited experience.	2.5	Amplify can be embedded in Schoology Assessment questions are connected to standards but there is not currently an easy way to track achievement toward standards
<ul> <li>Digital components (2)</li> <li>Access to online textbook/resources</li> <li>Simulations</li> <li>Video content</li> </ul>	3	Digital resources were included, but reminded teachers of what they could find on their own without having publisher access.	4	Strong in all areas Video lessons - available in English and Spanish Fantastic simulations - much better than what is available online The Amplify library is robust and full of science-specific resources for students to access content. These resources are available in multiple languages.
<ul> <li>MLs/SPED Considerations (not rated)</li> <li>Embed resources for students to build schema (MLs)</li> <li>Key vocabulary to pre- teach is highlighted, modifications strategies provided</li> <li>Text is provide at different reading levels</li> </ul>	3	Provided leveled readings and translations.	4	Includes many tools and visuals to support exceptional learners. Scaffolding and next steps are listed in teacher overviews. Text is not provided at different levels, but can be translated, includes ability to have the text read to the student, key vocabulary is defined.

<ul> <li>Print materials available for students who need them</li> </ul>				Includes Spanish, and 11 other translations within the Amplify library (ex. Glossary and science articles). Unfortunately does not include Somali (yet).
<ul> <li>Equity (3)</li> <li>Authentic representation of race and gender diversity</li> <li>CLRT teaching strategies embedded in instruction</li> </ul>	1	No overt use of CLRT, but also did not have a chance to really delve into this aspect of STEMScopes	3	A variety of cultures and race are represented in the resources. CLRT strategies appear evident as they increase students iterating with the content, but it is not explicitly labeled as CLRT.
Total Points	38/56		50/56	

In addition to our internal review, the Middle Level Science Design Team explored outside input and external reviews.

#### External Science Materials Discussion: Amplify

The summary provided below is from five school districts and outlines their middle school experience with Amplify curriculum. The information shared was gathered in conversation with teachers and curriculum leaders in each district. The schools, their size, and their respective Niche ratings are:

Size	Niche Rating
3,091	Above average
6,582	Above average
27,000	Above average
9,876	Average
1,947	Average
2	3,091 5,582 27,000 9,876

The majority of the school districts are in Wisconsin. Wisconsin adopted the NGSS Science Standards in 2017 so the timeline for instructional shifts is different in our two states. Our closest neighbors in Minnesota such as Wayzata, Hopkins, and Minnetonka are still in the review and piloting process.

Summary from schools that are using Amplify:

- 1. Amplify provides a rigorous framework. Many teachers shared they have never seen students taking and writing science at such a high level.
- 2. The storyline and phenomena are engaging for students and it truly is NGSS aligned. Every lesson ties back to the phenomena and has felt authentic.
- 3. There is a lot of reading. Though, this isn't necessarily bad. The reading is strategically placed and given with different research based purposes, deepening student understanding.
- 4. Needs to be more hands on (some units in particular). However, the depth of science understanding students gain by taking part in the simulations would be nearly impossible in doing a traditional lab. Teachers who are experiencing this are able to add in their own hands on labs or use the flextensions.
- 5. Amplify has been very responsive to feedback. Many districts have shared feedback with Amplify and they have responded by fixing it.
- 6. Some districts reported that since adopting Amplify, they have never had such alignment across grades and schools. This has been a huge positive shift in their PLC collaboration.

#### Key Insights:

- 1. Coming up with the storylines and phenomena on our own would be extremely challenging on our own. Therefore, adopting a curriculum like Amplify would help shift teaching towards NGSS alignment much faster.
- 2. Adopting Amplify will ensure alignments across grades and district.
- 3. Perceived lack of hands on can be supplemented to round it out.
- 4. If we end up needing to have a virtual classroom next fall/year, using Amplify would be extremely helpful in continued learning and rigor for students.

# External Science Materials Selection Rubric: Amplify and STEMScopes

EdReports show Amplify meeting expectations in all three gateway categories:

Alignment (to NGSS)25 out of 26Coherence & Scope49 out of 56Usability46 out of 54

https://www.edreports.org/reports/overview/amplify-science-2018

EdReports show STEMScopes not meeting expectations. Due to the fact that it scored 4 out of 26 on alignment it did not receive a score for the additional gateways because it must first meet expectations for alignment.

https://www.edreports.org/reports/detail/ahJzfmVkcmVwb3J0cy0yMDY2MThyKQsSCVB1Ymxp c2hlchhVDAsSBINIcmIlcxi7AQwLEgZSZXBvcnQYkQYM

# 6-8 Science Curriculum Adoption Recommendation: Amplify

# **General Overview:**

We find ourselves in an unprecedented time. Schools are not what they were a few months ago. Science is a dynamic content area where standards and curriculum are currently both changing as we navigate new ways to interact with and engage students. In learning to do both at the same time, Amplify science has provided teachers with a solid outline of content as well as tools to engage students with vibrant text, hands on demonstrations, and a platform to record their observations, claims, and reasoning as they pursue new knowledge.

Amplify science provides well established storylines to guide student learning. The storylines start with a phenomenon to inspire curiosity in students. As per the Next Generation Science Standards, units are based on a 3-dimensional framework of science content, cross-cutting concepts and science practices. Amplify incorporates all three of these in each unit and cohesively builds on itself. Students regularly revisit the phenomenon while building their knowledge until students can produce their own Claim, Evidence, and Reasoning to explain the phenomenon.

Particular highlights of the program include captivating simulations for students to manipulate variables in a system that can't be recreated in a lab setting. Amplify also incorporates articles within each unit allowing for teachers to explicitly teach reading strategies while students learn about current scientific research. The articles are age-appropriate and accessible to students in multiple languages in addition to having the ability to be read-aloud for students who need these language accommodations.

Amplify science is primarily a digital based platform that allows it to be easily incorporated into many aspects of student learning. Teachers have benefited from a great support staff at Amplify science that is ready at a moment's notice to answer specific questions teachers may have. Amplify science is compatible with Schoology which allows for streamlined integration into daily lessons. Teachers can easily post materials from Amplify science for students to access, while also having the additional bonus of having a program that can communicate directly with our gradebook huge time saving process.

For a short Amplify overview visit:

https://www.youtube.com/watch?v=7VM5H-MRauE&ab\_channel=Amplify

For more specific information visit:

https://amplify.com/programs/amplify-science/

# **Talent Development Alignment:**

Amplify Science fosters **critical and creative thinking for all learners** by having students make connections across concepts and make their own discoveries. In addition it is designed to give students an engaging, authentic experience that mirrors how scientists and engineers

actually work. Edina Middle School teachers, as well as teachers who have been using Amplify as their core curriculum in other districts note that the core concepts (phenomena) connected to simulations, the reading content, and the engagement of writing scientific arguments provides a rigorous well rounded experience that they have not been able to engage kids as deeply in until this point. The program also offers flexstensions in the form of videos, images, and additional digital simulations to deepen the understanding of science concepts and to **extend learning** for students who are interested and/or ready. Finally, Amplify can also be used in the compacted science courses to **accelerate learning**.

# Next Steps:

In acknowledging the many positive data points that support the adoption of Amplify, there are additional steps to take to ensure an implementation that defines excellence. These steps include:

- 1. Continued Professional Development and support on implementation of the instructional shifts that Amplify and the new MN State Standards bring.
- 2. Targeted Professional Development on Amplify and the many components of the curriculum that will benefit all Edina students if understood and supported.
- 3. Creation of additional hands on lab experiences for students.
- 4. Ensure alignment of instruction and pathways at the elementary and high school level as they continue their review and implementation process.

We are currently positioned to move forward with each of these steps and our Edina Middle School Science teams are 100% ready to move forward with the Amplify adoption at this time. Amplify has proven to meet the standards, as well as the needs of our Edina learners.

# 6-8 Science Curriculum Implementation in Context of PreK-12 Science Review:

During the 2019-2020 school year the implementation of the compacted Science Pathway was first offered to our middle level students. It was determined that all middle level Science students would learn the same content and be assessed on the same standards, however, depending on the pathway learn at different rates. This implementation prompted the need for teachers to build Pathway 2 in a compacted method. Being a forward thinking team the Science team decided to build new courses to not only match Pathway 2 but also match new standards that would soon be adopted. This has created an immediate need for a curriculum resource to align with and deepen their beginning efforts.

The timeline presented for the Science Curriculum Review process in March 2020 was the following:

#### **Elementary:**

- K-5 Design Team is reviewing materials & field testing units this spring.
- Recommendation for materials purchase forthcoming in June.
- 2020-21: Elementary Implementation with "early adopters" only; District-wide training on pedagogical shift (Feb. 2021).
- 2021-22: Full K-5 implementation and ongoing PD. 3rd graders will take the MCA-IV in 2024.

#### Middle School:

- 6-8 Design Team is reviewing materials & field testing units this spring.
- Recommendation for materials purchase forthcoming in June.
- 2020-21: Implementation in grades 6-8, including compacted science courses in grades 6 & 7.
- 2021-22: Implementation of grade 8 high school course (compacted science strand).

#### High School:

- 9-12 Design Team gathered stakeholder feedback on various course sequence models.
- 2020-21: Review materials for new course sequence, field test units, and make purchase recommendations.

Each timeline was created prior to COVID-19. The elementary team did not have the opportunity to decide on pilot materials or begin piloting, while the secondary teams have stayed close to their proposed timeline. The High School Science Design team will be meeting over the next month with Middle School 8th grade teachers in order to determine the 8th grade class offering for Pathway 2, as well as discuss the sequence of secondary course offerings. After gathering input and reviewing the process the Secondary team will determine an adjusted timeline for full implementation of standards. In addition the Elementary Science Design team will begin meeting to review the process and determine an adjusted timeline for implementation of standards as well.

Currently MDE has created <u>Science Standards Transition Timeline Alternatives</u> that will be taken into consideration to allow for more time for professional development, curriculum planning, staffing changes, and building collaboration. Even as adjustments are made, Edina will be prepared to implement the new MN State Science Standards as required in 2023-2024. With a solid foundation of understanding the organization of the MN standards centered around the previously listed 8 practices, each instructional level will incorporate alignment based on the skills and knowledge that students must obtain within the standards.

Appendix I
Amplify Adoption Preliminary Budget

Product	Price	
Earth Science 6 year license	\$58,996.00	
Earth Science kits	\$8,220.00	
Life Science 6 year license	\$61,060.00	
Life Science kits	\$7,610.00	
Physical Science 6 year license	\$55,126.00	
Physical Science kits	\$14,160	

Professional Development	\$.0
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\* Amplify is offering complimentary PD that is worth \$3,200.

Shipping & Handling	\$3,598.80
Total Cost	\$208,770.80

\*This budget is based on initial quotes and may need to be adjusted accordingly.

## Appendix II Science Curriculum Review Resources:

Edina Curriculum Review Process

**Guiding Change Document** 

Edina Science Guiding Principles

Science Materials Selection Rubric



DEFINING EXCELLENCE

Board Meeting Date: 11/16/2020

TITLE: Policy Review

**TYPE:** Action

#### PRESENTER(S): Board Policy Committee

**BACKGROUND:** The following policies have been reviewed with an eye toward clarity, District practice, and alignment with State and Federal statutes, and have only minimal or no changes:

- Policy 411 Hiring Procedures (RESCIND)
- Policy 412 Resignation, Layoff, Termination or Nonrenewal of Employee (RESCIND)
- Policy 418 Alcohol- and Drug-Free Environment (name change)
- Policy 419 Tobacco-Free Environment
- Policy 421 Gifts to Employees and School Board Members (name change)
- Policy 622 Copyright Policy
- Policy 808 Naming Facilities and Educational Programs

**RECOMMENDATION:** Accept the policies as revised.

#### **ATTACHMENTS:**

- 1. Policy 411 Hiring Procedures (RESCIND)
- 2. Policy 412 Resignation, Layoff, Termination or Nonrenewal of Employee (RESCIND)
- 3. Policy 418 Alcohol- and Drug-Free Environment (name change)
- 4. Policy 419 Tobacco-Free Environment
- 5. Policy 421 Gifts to Employees and School Board Members (name change)
- 6. Policy 622 Copyright Policy
- 7. Policy 808 Naming Facilities and Educational Programs

# **Personnel**

## **Hiring Procedures**

#### I. Purpose

This policy outlines the school district's employment procedures including recruiting, posting, selecting, and hiring of employees.

-II. General Statement of Policy

The school district recognizes the ultimate quality of the educational program of the district is the result of the quality of employees who provide these services. The district is committed to attracting, employing, and retaining quality individuals to serve the community and implement the district's mission

#### -III. Job Posting and Recruitment

A. Employment inquiries will be handled by the human resources department.

- B. Job postings for new positions must receive the approval of the human resources department. Building administrators or department supervisors must submit requests to post vacant positions to the human resources department.
- C. All job postings will state that the school district is an equal opportunity employer.
- D. Notification of all job openings will be posted for at least five days on the district's website unless specified differently in a negotiated labor agreement.
- E. Notification for position vacancies may be forwarded to employment agencies, colleges, universities, employment service providers, newspapers, internet web sites and other media as appropriate for the position. The human resources department may also participate in employment fairs. The depth of recruitment will depend on the specific job posting and the identification of a strong candidate pool.

F. All applications will be kept by the human resources department for one year.

#### IV. Job Interviewing and Hiring Process

A. The human resources department will coordinate with building administrators or department supervisors to determine the qualifications required for a position.

The qualifications may include licensure, experience, education, training and the district's needs.

- B. The human resources department will process applications of all candidates for employment.
- C. The building administrators or department supervisors will coordinate the review and identification of candidates to be interviewed.
- D. The building administrators or department supervisors will coordinate the candidate interview process and timeline. This coordination includes adherence to the Veterans' Preference Act for selecting candidates to interview for applicable positions. This coordination also includes determining the membership of the interview team. The interviewing team may include board members, administrators, employees, parents, students, and/or community members. The interviewing team is advisory to the building administrators or department supervisors.
- E. The building administrators or department supervisors will be responsible for checking a candidate's references and verifying employment experience.
- F. The building administrators or department supervisors will collaborate with the human resources department in recommending a candidate for employment. The building administrators or department supervisors will complete the Authorization to Hire and Supervisor's Verification forms and submit these forms to the human resources department. The Authorization to Hire will also be approved by the director of business services for transportation and custodial candidates, by the director of special services for special services' candidates, by the building principal for activities' candidates, and by the director of community education candidates.
- G. The human resources department will complete necessary background checks, and verify the candidate's licensure. Licensed candidates must provide their license to the human resources department.
- H. After receiving the building administrator's or department supervisor's recommendation, the human resources department will contact the candidate to set up an appointment to process the necessary employment forms. The human resources department will prepare the candidate's recommendation for employment to be presented to the school board for approval.
- I. The human resources department will coordinate arrangements seeking acceptance of the selected candidate that may include salary, benefits, a signed agreement between the candidate and employer, and an employment start date.
- J. The building administrators or department supervisors will inform all nonselected, interviewed candidates of the status of the employment search.

- K. The school board will approve employment for all regular full-time and part-time employees.
- V. New Employees
  - A. The human resources department will notify the business office of all new employees and their status.
  - B. The human resources department will provide new employees with necessary personnel information.
- VI. Substitute Employees
  - A. Substitute employees are employees who complete job responsibilities on a short-term basis. The district administration will approve employment of substitute employees.
  - B. The school district will advertise as needed for substitute employees. All candidates must meet any applicable licensure requirements, and complete the required application process, including a background check.
  - C. The human resources department will maintain a current substitute candidate pool. The district reserves the right to determine the selection process for hiring a candidate for a substitute position.
- VII. Seasonal and Casual Employees
  - A. A seasonal employee is an employee who is not employed over 67 days in a calendar year or 100 days in a calendar year if a full-time student. A seasonal employee may include employees teaching community education class offerings and coaches. The district administration will approve employment of seasonal employees.
  - B. A casual employee is a part-time employee who either is not assigned more than (1) 14 hours per week or (2) 35 percent of the normal work week of an employee within the associated bargaining unit. A casual employee may include employees teaching community education class offerings and coaches. The district administration will approve employment of casual employees.
  - C. Building administrators or department supervisors and the human resources department will collaborate on the interview and hiring process for seasonal and casual employees. All candidates must meet any applicable licensure requirements, and complete the required application process, including a background check.

#### VIII. Lead Activity Positions

The activities director and building principal will collaborate on the interview and hiring process. All candidates must complete the required application process, including required background checks, and must meet any licensure requirements.

IX. Non-lead Activity Positions

The activities director and appropriate district staff will collaborate on the interview and hiring process. The activities director will recommend selected candidates to the human resources department. These non-lead activity positions are appointed on a yearly basis. All candidates must complete the required application process, including required background checks, and must meet any licensure requirements.

#### -X. Training of New Employees

The school district recognizes the success of a new employee's performance is based on a combination of previous experience and training, on the job experience, and training and support from the district. The district is committed to providing training for new employees as well as identifying employee support networks and mentorship opportunities. This training will continue in the employee's early years in the district.

#### XI. Terms and Conditions of Employment

The school district negotiates labor agreements and policies for various employee groups and bargaining units. In accordance with the Public Employment Labor Relations Act of 1971, copies of all agreements and policies are maintained in the district human resources office.

#### Cross References:

Policy 401 (Equal Employment Opportunity) Policy 402 (Disability Nondiscrimination) Policy 404 (Employment Background Checks) Policy 405 (Veterans Preference Act) Policy 424 (License Status) Policy 425 (Staff Development)

Policy	INDEPENDENT SCHOOL DISTRICT 273
•	Edina Minnesota
adopted: 10/20/08	Edina, Minnesota
amended: 2/23/09	
Revised: 6/24/13	
Revised: 7/18/16	

# **Personnel**

#### **Resignation, Layoff, Termination or Nonrenewal of Employee**

I. Purpose

This policy defines the process for addressing resignation, termination or nonrenewal of a school district employee.

-II. General Statement of Policy

The school district follows the procedures outlined in district policy and in the terms of work agreements in employee resignations, terminations or non-renewals.

- -III. Resignation Procedures
  - A. All employees who desire to resign from a position must send written notification of their decision to the human resources department, directed to the attention of the human resources director.
  - B. A licensed employee is required to complete his or her yearly obligation prior to resigning from a position unless a suitable replacement can be found or other arrangements have been approved by the school board.
  - A licensed employee who resigns after August 1, but prior to the start of the school year, may have his or her resignation delayed by the school district until a suitable replacement can be found.
  - C. A non-licensed employee is required to give a 10 working-day notice of resignation.
  - D. The district reserves the right to negotiate a mutual stop date for any employee who is seeking a resignation during the school year.
- IV. Layoff Procedures
  - A. The school district will follow layoff procedures outlined in the terms of applicable work agreements for non-probationary employees.
  - B. Nothing in this policy requires the district to engage in layoff procedures in lieu of termination procedures for employees not covered by layoff procedures in work agreements.

V. Termination or Nonrenewal of Employee

- A. The school district will abide by Minnesota law and employee work agreements when a decision is made to terminate or non-renew an employee.
- B. The superintendent or designee will make the termination or nonrenewal recommendation to the school board for board action.
- C. The district retains the right to immediately discipline, terminate or discharge an employee as appropriate, subject to relevant governing law and collective bargaining agreements if applicable.

Policy		INDEPENDENT SCHOOL DISTRICT 273
adopted:	1/26/09	Edina, Minnesota
amended:	7/20/09	
Revised:	7/15/13	
Reviewed:	<del>7/18/16</del>	

## Personnel

# Alcohol- and Drug-Free EnvironmentWorkplace/School

I. Purpose

Recognizing that the health and well-being of employees and students are vitally importantare important, the school district strives to provide an environment free from the use of alcohol, toxic substances, medical cannabis, and controlled substances. without a physician's prescription.

- II. General Statement of Policy
  - A. Use or possession of controlled substances, toxic substances, medical cannabis, and alcohol before, during, or after school hours, at school or in any other school location on district property, is prohibited as general policy. Paraphernalia associated with controlled substances are prohibited.
  - B. A violation of this policy occurs when any student, <u>employee teacher</u>, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, controlled substances, or medical cannabis in any school location district property.
  - C. The district-<u>takes will act to enforce this policy and to discipline or take</u> appropriate action against any student, <del>teacher</del>, <del>administrator</del>, <del>school</del> <del>personnelemployee</del>, or member of the public who violates this policy.</del>
- **III.** Definitions
  - A. "Alcohol" includes any alcoholic beverage, malt beverage, fortified wine, or other intoxicating liquor.
  - B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, including analogues and look-alike drugs.
  - C. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; or (4) any other method, excluding smoking, approved by the state\_ecommissioner\_of health.
  - D. "Toxic substances" includes glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.

- E. "Use" includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.
- F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.
- G. "<u>District property</u>School location" includes any <u>district school</u> building or on any <u>school district</u> premises; in any <u>schoodistrict</u>-owned vehicle or in any other <u>districtschool</u>-approved vehicle used to transport students to and from school or <u>districtschool</u> activities; off<u>-district-school</u> property at any <u>districtschool</u>-sponsored or <u>districtschool</u>-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time <u>such an</u> employee is supervising students on behalf of the school district or otherwise engaged in <u>school</u>-district business.

#### IV. Exceptions

- A. A violation of this policy does not occur when a person brings onto a <u>district</u> <u>propertyschool location</u>, for <u>thatsuch</u> person's own use, a controlled substance, except medical cannabis, which has a currently accepted medical use in treatment in the United States and the person has a <u>physician's health care</u> <u>provider's</u> prescription for the substance. The person will comply with the relevant procedures of this policy.
- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location<u>district property</u> when the possession is within the exceptions of Minn. Stat. § 624.701, Subd. 1a (<u>i.e.</u> experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

#### V. Employees

- A. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant will abide by the terms of this policy and will notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt, <u>(including a plea of nolo contendere,)</u> or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
- B. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the <u>school boarddistrict</u>.

- C. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the the district school board.
- D. Sanctions against employees, including nonrenewal, suspension, termination, or discharge will be pursuant to and in accordance with applicable statutory authority, <u>any applicable</u> collective bargaining agreements, and school district policies.
- E. Employees who have a prescription from a <u>health care provider physician</u> for medical treatment with a controlled substance, except medical cannabis, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.
- F. Employees are subject to the <u>school</u> district's drug and alcohol testing policies and procedures.
- G. Each employee will be provided with written notice of this <u>policy</u> <del>Drug-Free</del> Workplace/Drug-Free School policy and will be required to acknowledge that he or she has received the policy.
- VI. Transportation Employees
  - A. The district adheres to the mandated provisions of the federal Omnibus Transportation Employee Testing Act of 1991 ("OTETA"). All persons subject to commercial driver's license requirements will be tested for controlled substances and alcohol pursuant to federal law. In general, a commercial driver may be tested:
    - 1. Upon reasonable suspicion by the school district;
    - 2. In accordance with random testing procedures;
    - 3. Post-accident; and
    - 4. Upon a request to return to duty after a violation of this policy;

In addition, all persons who apply for a position where job duties include operating a commercial motor vehicle will be required to submit to a drug and alcohol test if a job offer is made by the school district.

B. Refusal to Submit to Testing

A commercial driver or driver applicant may refuse to submit to controlled substances and alcohol testing. Refusal to submit to such test subjects the commercial driver or applicant to the consequences specified in OTETA and other applicable federal law. In addition, a refusal to submit to testing establishes a presumption that the commercial driver or applicant would test positive if a test were conducted. This positive assumption makes the commercial driver or applicant subject to discipline or disqualification under this policy.

C. Consequences

A commercial driver who tests positive with a verified confirmation test or otherwise found in violation of this policy or OTETA will be subject to discipline, including possible discharge, in accordance with any applicable collective bargaining agreement. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a commercial driver for conduct that not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

A commercial driver or applicant with a confirmed positive test result may request a confirming retest. This retest is at the expense of the commercial driver or applicant.

- D. The supervisor of transportation/designee will provide training and materials to commercial drivers in accordance with OTETA.
- VII. Student
  - A. Students who have a prescription from a physician health care provider for medical treatment with a controlled substance, except medical cannabis, must comply with the school district's student medication policy.
  - B. A student who violates the terms of this policy will be subject to discipline in accordance with the school district's discipline policy. Such Ddiscipline may include suspension or expulsion from school.
  - C. The student may be referred to a drug or alcohol assistance or rehabilitation program and/or to law enforcement officials when appropriate.
- VIII. Community Responsibilities
  - A. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.
  - B. <u>MA members</u> of the public who violates this policy will be informed of the policy and asked to leave <u>district property</u>. If necessary, law enforcement officials will be notified and asked to provide an escort.
  - C. No person is permitted to possess or use medical cannabis on-<u>district</u> <u>propertya school bus or van; or on the grounds of any preschool or primary or</u> <del>secondary school; or on the grounds of any child care facility</del>.

D. Possession of alcohol on <u>school groundsdistrict property</u> pursuant to the exceptions of Minn. Stat. § 624.701, Subd. 1a, will be by <u>written</u> permission of <u>the the superintendent only.school board only</u>. The applicant will apply for permission in writing and will follow the school board procedures for placing an item on the agenda.

Legal References:

20 U.S.C. § 7101-7165 (Safe and Drug-Free Schools and Communities Act)

21 U.S.C. § 812 (Schedules of Controlled Substances)

41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)

21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)

34 C.F.R. Part 84 (Government-wide Requirements for Drug-Free Workplace)

49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)

49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)

- 49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)
- Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)

Minn. Stat. § 152.22 (Medical Cannabis; Definitions)

Minn. Stat. § 152.23 (Medical Cannabis; Limitations)

Minn. Stat. § 181.950-181.957 (Drug and Alcohol Testing in the Workplace)

Minn. Stat. § 221.031, subd. 10 (Motor Carrier Rules)

Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)

Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)

Minn. Stat. § 609.684 (Sale of Toxic Substances to Children; Abuse of Toxic Substances)

Minn. Stat. § 624.701 (Alcohol Liquor in Certain Buildings or Grounds)

Belde v. Ferguson Enterprises, Inc., 460 F.3d 976 (8th Cir. 2006)

Cross Reference:

Policy 403 (Discipline, Suspension and Dismissal of School District Employees)

- Policy 632 (Chemical Use and Abuse)
- Policy 506 (Student Discipline)

Policy 516 (Student Medication)

Policy adopted: 10/20/08 amended: 02/23/09 Revised: 07/15/13 Revised: 10/24/16 INDEPENDENT SCHOOL DISTRICT 273 Edina, Minnesota

# Personnel

#### **Tobacco-Free Environment**

I. Purpose

Recognizing that the health and well-being of employees and students are vitally important, the school district strives to provide a tobacco-free environment.

- II. General Statement of Policy
  - A. The school district will be free from tobacco, non-prescribed controlled substance and alcohol use.- <u>No staff member, student or member of the</u> community will use tobacco or use, possess or be under the influence of alcohol or a non-prescribed controlled substance while on district property. The district will act to enforce this policy against those members of the staff, students and community who are in violation of this policy.
  - B. A violation of this policy occurs when any student, teacher, administrator, other school personnel<u>district employee</u> of the school district, or community memberperson smokes or uses tobacco, tobacco-related devices, or electronic cigarettes in on district property a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all district property and all off-campus events sponsored by the district.
  - C. A violation of this policy occurs when any <u>district elementary school, middle</u> school, or secondary school student possesses any type of tobacco, tobaccorelated device, or electronic cigarette in a public schoolon district property. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
  - D. The school district will act to enforce this policy and to discipline or takeby taking appropriate action against any student, employee teacher, administrator, school personnel, or person who is found to have violated this policy.
  - E. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, devices, or electronic cigarettes. The school district will not promote or allow promotion of tobacco products or e-

cigarettes on school property or at school-sponsored events.

# III. Tobacco and Tobacco-Related Devices Definitionsed

A. A. "District property" includes any district building or on any district premises; in any district-owned vehicle or in any other district-approved vehicle; at district activities; off-district property at any district-sponsored or district-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time an employee is supervising students on behalf of the school district or otherwise engaged in district business.

#### A.B.

Electronic cigarette" means any oral device that provides a vapor of liquid nicotine, lobelia, and/or other similar substance, and the use or inhalation of which simulates smoking. The term will include any such devices, whether they are manufactured, distributed, marketed, or sold as e-cigarettes, e-cigars, e-pipes, or under another product name or descriptor.

- C. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco.
- D. "Tobacco-related devices" means-includes but is not limited to items like cigarette papers or pipes for smoking.
- E. "Smoking" means inhaling or exhaling smoke from any lighted cigar, cigarette, pipe, or any other lighted tobacco or plant product. Smoking also includes carrying a lighted cigar, cigarette, pipe, or any other lighted tobacco or plant product intended for inhalation and the use of electronic cigarettes, including the inhaling and exhaling of vapor from any electronic delivery device.
- IV. Exception
  - A. This policy does not prohibit <u>the lighting of tobacco by an adult smoking by</u> <u>awho is a member of an Indian tribeNative American</u> as part of a traditional <u>Native AmericanIndian</u> spiritual or cultural ceremony. For purposes of this section, a <u>Native Americanmember of an Indian tribe</u> is <u>a person who is a</u> <u>member of an Indian tribe as</u> defined in Minnesota law, <u>Minn. Stat. § 260.755</u>.
  - B. A violation of this policy does not occur when an adult non<u>-</u>student possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for <u>sale-use</u> as a tobacco cessation product, as a

tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

- V. Enforcement
  - A. All <u>personsindividuals</u> on <u>district property</u>-school premises will adhere to this policy.
  - B. Students who violate this tobacco-free policy will be subject to school district discipline procedures.
  - C. School district administrators and other school personnel<u>Employees</u> who violate this tobacco-free policy will be subject to school district discipline procedures.
  - D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
  - E. D. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
  - F. <u>E. School District</u> administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the <u>Minnesota Clean Indoor Air Act and/or the</u> <u>Freedom to Breathe Act of 2007 state law</u> and is a petty misdemeanor. <u>A court</u> injunction may be instituted against a repeated violator.
  - G. No persons will be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or otherstate law.
- VI. Dissemination of Policy
  - A. This policy will appear be summarized in the student handbook.
  - B. The school district will develop a method of discussing this policy with students and employees.

Legal Reference:

Minn. Stat. §§ 144.411-144.412 (Clean Indoor Air Act) Minn. Stat. § 609.685 (Sale of Tobacco to Children) 2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007) Cross Reference: Policy 403 (Discipline, Suspension and Dismissal of School District Employees) Policy 506 (Student Discipline)

Policy adopted: 10/20/08 amended: 08/23/10 Revised: 07/15/13 Revised: 11/18/13 Revised: 10/24/16 Revised: 1/30/17

INDEPENDENT SCHOOL DISTRICT 273 Edina, Minnesota

## Personnel

#### Gifts to Employees and School Board Members

I. Purpose

This policy provides guidance with respect to gifts given to school district employees to avoid the appearance of impropriety or conflict of interest.

- II. General Statement of Policy
  - A. The school district recognizes that students, parents and others may wish to show appreciation to school district employees. The district, however, discourages gift giving to employees, and encourages appreciation letters and notes or small tokens of gratitude.
  - B. An employee may not solicit, accept or receive, either by direct or indirect means, a gift from a student, parent or other individual or organization of greater than limited value.
  - C. An employee may not solicit, accept or receive a gift from a person or entity doing business with or seeking to do business with the school district. An employee may accept an item of limited value of a promotional or public relations nature. The superintendent has discretion to determine what value is "limited."
  - D. Teachers may accept free samples of textbooks and related teaching materials from publishers.
  - E. This policy applies only to gifts given to employees where the donor's relationship with the employee arises out of the employee's employment with the school district. It does not apply to gifts given to employees by personal friends, family members, other employees or others unconnected to the employee's employment with the district.
  - F. An interested person may not give a gift, or request another to give a gift, to a local official, and a local official may not accept a gift from an interested person, unless permitted by Minnesota Statutes §10A.071 or §471.895 subd.3.

# III. Definitions

A. "Gift" means money, real or personal property, a service, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment, that is given without something of equal or greater value being received in return.

B. "Interested person" means a person or representative of a person or association who has a direct financial interest in a decision that a local official is authorized to make.

C. "Local official" means an elected or appointed member of a school board, a school superintendent, a school principal, or a district school officer of any independent school district.

D. "Financial interest" means any ownership in or control of an asset that has the potential to produces a monetary return.

# IV. Violations

A local official or district employee who violates the provisions of this policy may be subject to discipline, which may include reprimand, suspension, and/or termination.

Legal References:

Minn. Stat. § 10A.07 (Conflicts of Interest)

Minn. Stat. § 10A.071 (Prohibition of Gifts)

Minn. Stat. § 15.43 (Acceptance of Advantage by State Employee; Penalty)

Minn. Stat. § 471.895 (Certain Gifts by Interested Persons Prohibited)

Cross References: Policy 209 (Code of Ethics) Policy 210 (Conflict of Interest – School Board Members) Policy 306 (Administrator Code of Ethics)

Policy		INDEPENDENT SCHOOL DISTRICT 273
adopted:	10/20/08	Edina, Minnesota
amended:	7/19/10	
revised:	8/19/13	
revised:	12/15/14	
reviewed:	9/26/16	

# **Education Programs**

# **Copyright Policy**

I. Purpose

This policy sets forth<u>describes</u> the responsibilities of employees and students with respect to the use of copyrighted material.

II. General Statement of Policy

The school district <u>and its employee will operate in full compliance comply</u> with the provisions of <del>current</del> copyright laws and congressional guidelines. Employees are to<u>must</u> adhere to all provisions of <u>Title 17 of the United States Code</u>, entitled <u>"Copyrights," and other relevant federal legislation and guidelines copyright law</u> related to the duplication, retention and use of copyrighted materials.

- III. Responsibilities
  - A. Guidelines for the use of copyrighted materials will be readily available from media specialists and/or from the district media and technology services department, as well as <u>maintained</u> on the district website.
  - B. All <u>district school</u> employees will have access to the policy and be educated about its implementation. The copyright law in its entirety is available for reference through the district media and technology services department.
  - C. Unlawful copies of copyrighted materials may not be produced on districtowned equipment.
  - D. Unlawful copies of copyrighted materials may not be used with district-owned equipment, within-on\_district\_property-owned facilities, or at district-sponsored functions.
  - E. The <u>district's</u> legal and insurance protection of the <u>district</u> will not be extended to employees who unlawfully copy and use copyrighted materials.
  - F. Employees who make copies and/or use copyrighted materials in their jobs are expected to be familiar with published provisions regarding fair use, public display and computer technological use guidelines. Employees may contact the district media and technology department with questions.- Employees are further expected to be able to provide their supervisor, upon request, the justification based on fair use, public display or technological use computer guidelines, as specified in copyright law.

- G. Employees who use copyrighted materials that do not fall within fair use, public display or computer technological use guidelines, must be able to substantiate that the materials meet one of the following tests:
  - 1. The materials have been purchased from an authorized vendor by the employee or the district and a record of the purchase exists.
  - 2. The materials are copies covered by a licensing agreement between the copyright owner and the employee or the district.
  - 3. The materials are being previewed or demonstrated by the user to reach a decision about future purchase or licensing and a valid agreement exists that allows for such use.

Questions regarding the application of the test should be directed to the district's media and technology department.

Policy adopted: 8/17/09 revised: 7/20/15 INDEPENDENT SCHOOL DISTRICT 273 Edina, Minnesota

# **Buildings and Sites**

# **Naming Facilities and Educational Programs**

I. Purpose

This policy establishes the criteria and procedures for naming school district facilities and educational programs.

II. General Statement of Policy

The school district recognizes the importance and significance of naming school district facilities and educational programs. The district will follow policy procedures when reviewing and acting upon all nominations. Facilities are district-owned buildings and properties and include spaces within buildings as well as outdoor fields, streets and areas. Educational programs are district-approved learning opportunities that support a specific need or learning goal identified by the district. The school board may elect (1) to name facilities or educational programs in recognition of individuals who have attained achievements of extraordinary and lasting distinction or (2) to enter into contracts to lease naming rights with a sponsoring agent. in order to generate alternative sources of revenue for the district.

- **III. Definitions** 
  - A. "Facilities" are school district-owned buildings, properties and structures, including but not limited to spaces within buildings, outdoor fields, streets, and other areas.
  - <u>B. "Educational programs" are district-approved learning opportunities that support a specific need or learning goal.</u>
  - C. "Naming in recognition" is naming a facility or education program in recognition of individuals who have attained achievements of extraordinary and lasting distinction.
  - D. "Specific naming agreement" is a contract entered into to lease naming rights with a sponsoring agent-in order to generate alternative source of revenue for the district.

A.– IV. Authority

The school board exercises approval authority for naming all facilities. III. New or Existing Facility Names

# V. Procedures for Naming District Property

- A. The superintendent will forward to the school board, a facility for which a name is sought to be established.
- B. At the direction of the school board, the board may request that the superintendent convene a committee to study the potential names and make a recommendation. In the circumstance of a newly constructed facility, the school board will direct the superintendent or designee to establish such committee.
- C. If a committee is established, the superintendent or designee will be charged with the responsibility of determining a process for soliciting and evaluating names. The superintendent will make the final recommendation to the school board for approval. The superintendent will supply the school board with a history of the name recommendation and rationale to support recommendation.
- D. If a committee is not established, the superintendent may make a recommendation to the school board for approval. The superintendent will supply the school board with a history of the name recommendation and rationale to support recommendation.

# A. New Names

When a new facility is acquired or constructed, or when an existing space is named for the first time, the school board will appoint a committee consisting of community members, students and employees to recommend appropriate names for the new facility. Following the procedures outlined in this policy, the committee will provide two or three possible names to the superintendent who will make a recommendation to the school board for consideration. The possible names will be included in the minutes. The school board will make the final decision on the name of any district facility in accordance with the guidelines in this policy.

# **B.** Name Changes

Once a facility or space is named, that name will remain with the facility or space unless changed or removed by the school board. Names will be changed using the same process outlined above. Names may be changed when the specific program or theme for which the facility was named changes, when the current name no longer supports the objective of the facility, or due to additions or renovations to an existing facility. Names may be removed at the discretion of the school board.

# IVI. Naming of Facilities Processes and Criteria

A. Naming in Recognition

The <u>school</u> district may name a facility or <u>educational program space</u> to recognize outstanding contributions to the district. -Naming in recognition for such contributions is at the district's discretion and in support of its mission. When naming a facility <u>or educational program or space</u> after an individual, consideration will be given to persons who have significance to students, employees and/or the community. <u>Except in unusual circumstances or for compelling reasons, individual names to be considered should be individuals who are deceased.</u> One of the following criteria must be met for naming in recognition <u>under this paragraph</u>:

- Recognition of outstanding service to the district while serving in an academic or administrative<u>employment</u> capacity or outstanding service to the Edina community; or
- 2. Recognition of the achievements of distinguished alumni; or
- Recognition of a generous financial or other contribution from a donor <u>through a</u> -(be it by way of donation, bequest, <u>or</u> sponsorship, <u>etc.</u>) that was not made in exchange for naming a facility or space.
- B. Specific Naming Agreement
  - The school district recognizes that circumstances exist when the district may enter into an agreement for the specific naming of a facility or space in exchange for a specific financial or other contribution to the district. Specific naming rights will not be granted to educational programs. Specific naming agreements All such agreements must be in writing.
  - 2. <u>D.</u> The superintendent will decides the monetary valuation prior to entering into a specific naming agreement of each naming right after receiving a recommendation fromin consultation with the director of business services who may take advice from such persons or other professionals, as needed. Each case should take into accountconsider market comparisons for naming rights for which professional advice may be sought.
    - 3. Transferability and Renewability

If a name is granted by a <u>written specific naming</u> agreement, those rights may be transferred or renewed <u>if and</u> as permitted by the written agreement. <u>Other naming rights are not transferable or renewable</u>.

- 43. Limit of Specific Naming Agreement Rights
  - a. On the Part of the District

The district's right to use the name and other brand elements of the named party is permitted by <u>the</u> express agreement with the named

party.

b. On the Part of the Named Party

The party after whom a facility or space is named has no decisionmaking rights as to the <u>facility's</u> purpose of the facility or space unless specifically provided for in the written agreement between the parties. The district will not agree to any condition in an agreement that could unnecessarily limit progress toward the district's mission and purpose, statutory obligation, or the <u>school board's local</u> authority of the school <u>board</u>. In turn, t<u>T</u>he named party has no liability with respect to that facility or space unless provided for in a <u>specific</u> contract between the parties. Any such limits must be included in any naming rights' agreement.

### 54. Termination of Specific Naming RightsAgreements

In addition to any remedies for breach of the written agreement granting naming rights, the parties may terminate a <u>specific</u> naming rights agreement in advance of the scheduled termination date under the following conditions:

a. Termination by the District

The district reserves the right, at its sole discretion, to terminate the naming rights without refund of consideration, prior to the scheduled termination date, should it feel it is necessary to do so to avoid the district being brought into disrepute, as determined by the district.

b. Termination by the Named Party

The named party may, without refund of consideration, at its sole discretion, terminate its acceptance of the naming rights prior to the scheduled termination date, in the event that the district directly brings the named party into disrepute.

C. Specific Naming Agreements and Naming in Recognition

### V. Naming of Educational Programs

A. Naming in Recognition

The district may name an educational program to recognize outstanding contributions to the district. Naming in recognition for such contributions is at the district's discretion and in support of its mission. When naming a specific program after an individual, organization or company, the following criteria must be met for naming in recognition under this paragraph:

- 1. Recognition of a generous financial or other contribution from a donor (be it by way of donation, bequest, sponsorship, etc.) that was made to support a specific educational program.
- 2. Commitment of the donor to support the financial commitment of the specific educational program for the term of the program's operation in the district. The district may extend the donor's name beyond the contribution if noted in the agreement.
- **B. Specific Naming Agreements** 
  - 1. The school district will enter into an agreement for the specific naming of an educational program in exchange for a specific financial or other contribution to the district. All such agreements must be in writing.
  - 2. Transferability and Renewability

If a name is granted by a written agreement, those rights may be transferred or renewed as permitted by the written agreement. Other naming rights are not transferable or renewable.

- 3. Limit of Naming Rights
  - a. On the Part of the District

The district's right to use the name and other brand elements of the named party is permitted by express agreement with the named party.

b. On the Part of the Named Party

The party after whom an educational program is named has no decision-making rights as to the function or implementation of the educational program, unless specifically provided for in the written agreement between the parties. The district will not agree to any condition in an agreement that could unnecessarily limit progress toward the district's mission and purpose, statutory obligation, or the local authority of the school board. In turn, the named party has no liability with respect to the educational program unless provided for in a specific contract between the parties. Any such limits must be included in any naming rights' agreement.

4. Termination of Naming Rights

In addition to any remedies for breach of the written agreement granting naming rights, the parties may terminate a naming rights agreement in advance of the scheduled termination date under the following conditions:

a. Termination by the District

The district reserves the right, at its sole discretion, to terminate the naming rights without refund of consideration, prior to the scheduled termination date, should it feel it is necessary to do so to avoid the district being brought into disrepute.

b. Termination by the Named Party

The named party may, without refund of consideration, at its sole discretion, terminate its acceptance of the naming rights prior to the scheduled termination date in the event that the district directly brings the named party into disrepute.

VI. Procedures for Naming

<u>1.</u> <u>A.</u> In naming all facilities, spaces, or specific educational programs, due regard will be taken to maintain an appropriate balance between commercial considerations and the role that names of facilities, spaces and educational programs contribute to the school district's mission.

3.2. <u>Also recognized is t</u>he role played by the name of a facility, space or education program in assisting employees, students and visitors to orient themselves is recognized.

<u>3.</u> B. Names must always be consistent with the district's mission and vision.

4. The long-term effects of the name must be considered.

4.5. The department/school affected by the name to be granted must be consulted before any decision is made.

<u>F</u>C. The district will not name a facility, space or educational program without the informed consent of the named party<u>or their representative</u>.

G. The district retains all rights to discontinue any name to avoid the district being brought into disrepute, as determined by the district.

- D. The superintendent will decide the monetary valuation of each naming right after receiving a recommendation from the director of business services who may take advice from such persons or other professionals, as needed. Each case should take into account market comparisons for naming rights for which professional advice may be sought.
- E. The duration of a name for a facility, space or educational program is decided or negotiated on a case-by-case basis.

F. Whether there is a physical display of the name is decided or negotiated on a case-by-case basis. In the case of buildings, the physical display of the name will take into account the identification of the school district and opportunities offered by that building for the district. Plaques memorializing the name may be installed with the approval of the superintendent and informed consent of the named party in buildings.

Policy		
adopted:	4/12/10	
Revised:	11/18/13	
Revised:	—7/21/14	
Revised:	—5/15/17	

INDEPENDENT SCHOOL DISTRICT 273 Edina, Minnesota



Board Meeting Date: 11/16/2020

TITLE: October Mobility

**TYPE:** Information

### PRESENTER(S): Greg Guswiler, Coordinator Student Information Systems

### ATTACHMENT:

1. Mobility Report (next page)

**Note:** Information for November 1, 2019 was not created and is therefore not available, so October 1<sup>st</sup> data was used for comparison.

### **Report Section Descriptions and Assumptions:**

### • School Level Enrollment Information

- This section is broken up by School / Grade
- This section counts a student as 1 even if they spent only one day enrolled during the reporting period. When this section is built, the first and last days of the month are used as the reporting period.

### • Enrollment Comparisons

- This section compares the enrollment totals of the current reporting period to the month prior and the same period a year prior.
- Mobility
  - This section of the report lists the total number of students by grade who have withdrawn and enrolled during the reporting period.
  - $\circ$   $\,$  This section of the report uses the same reporting period as the other sections of the report.
  - This section of the report is only accurate the day the section is built as notifications of students withdrawing is ongoing throughout the next month.

### • Leaving Student Breakdown

- This section of the report displays the reason students withdrew during the reporting period.
- This section of the report is broken out by the Minnesota Department of Educations approved End Status Codes. These codes are:
  - 03: Transferred to an approved nonpublic school
  - 04: Student moved outside of the district, transferred to another MN District
  - 05: Student moved to another state and enrolled in school, student moved out of the country
  - 20: Student transferred to another district/state but did not move
- This section of the report is only accurate the day the section is built as notifications of students withdrawing is ongoing throughout the next month

# Edina Public Schools Enrollment Summary



Elementary Schools		KG	1	2	3	4	5	TOTAL
Concord		110	109	121	120	123	121	704
Cornelia		84	99	89	88	96	95	551
Countryside		92	97	91	97	106	95	578
Creek Valley		93	90	97	94	99	105	578
Highlands		87	87	87	86	95	85	527
Normandale		127	107	106	105	103	103	651
Totals		593	589	591	590	622	604	3589
Secondary Schools	6	7	8	9	10	11	12	TOTAL
South View	332	333	300	0	0	0	0	965
Valley View	331	350	330	0	0	0	0	1011
Edina High School	0	0	0	663	692	662	658	2675
Options at EHS	0	0	0	0	0	0	0	0
Totals	663	683	630	663	692	662	658	4651

# Enrollment as of the end of October, 2020

# **Enrollment Comparisons**

	October First 2019	October
K-5	3659	3589
6-8	1982	1976
9-12	2696	2675
Totals K-12	8337	8240
PS	300	153
ECSE	132	120

# **October Mobility**

	к	1	2	3	4	5	6	7	8	9	10	11	12	Total
Withdrawn Students	1	4	1	4	1	2	5	0	2	3	1	4	0	28
Enrolled Students	3	2	4	3	5	2	2	1	1	1	0	0	0	24
	2	-2	3	-1	4	1	-3	1	-1	-2	-1	-4	0	

# Leaver Breakdown

Reason for Withdrawal	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
03: Transferred to a Non-Public School	1	1	C	1	0	1	1	0	0	0	0	0	0	5
04: Moved Outside of the District	0	1	1	2	1	1	1	0	1	0	0	0	0	8
05: Moved Outside of the State	0	C	0 0	1	0	0	1	0	0	0	1	3	0	6
20: Transferred to Another MN District, did not move	0	2	2 0	0	0	0	2	0	1	3	0	1	0	9
Total	1	4	1	4	1	2	5	0	2	3	1	4	0	



Board Meeting Date: 11/16/2020

# TITLE: November 2020 District Enrollment Report

**TYPE:** Information

PRESENTER(S): John Toop, Director of Business Services

### **ATTACHMENTS:**

1. Enrollment Report

trict	Name				(Data E	Entry is i	n Yellow	Cells O	nly)							
ina							#	273			2020-21	School `	Year			
	Number of Day	s in Period		-	19.4444	19.444	19.44444	19.44444	19.44444	19.44444	19.44444	19.4444	19.444	175		
	Days Remaining in S	chool Year			175	155.5556	136.1111	116.6667	97.22222	77.7778	58.33333	38.8889	19.4444			
%	of School Yr. @ Begin	ning of Mo.			100.00%	88.89%	77.78%	66.67%	55.56%	44.44%	33.33%	22.22%	11.11%			
	Cumulative Days in S	chool Year		-	19.4444	38.889	58.33333	77.77778	97.22222	116.667	136.111	155.556	175			
	Percent of School Yr.	Completed			11.11%	22.22%	33.33%	44.44%	55.56%	66.67%	77.78%	88.89%	100.00%			
	Grade Level	EOY ADM Original Budget	EOY ADM Revised Budget	Fall Seat Count Budget	October	November	December	January	February	March	April	May	June	EOY ADM	Diff. vs. Revised	% Actual
	ECSE	-	•	0	-	0	0	0	0	0	0	0	0	0	0.00	#DI
	нк	-												0		
	к	585.00	-	585	591	593	0	0	0	0	0	0	0	0	0.00	#DI
	1	610.43	-	611	591	589	0	0	0	0	0	0	0	0	0.00	#DI
	2	605.41	-	605	587	591	0	0	0	0	0	0	0	0	0.00	#DI
	3	624.53	-	625	590	590	0	0	0	0	0	0	0	0	0.00	#DI
	4	649.18	-	649	618	622	0	0	0	0	0	0	0	0	0.00	#DI
	5	628.09	-	628	603	604	0	0	0	0	0	0	0	0	0.00	#DI
	6	677.37	-	688	667	663	0	0	0	0	0	0	0	0	0.00	#DI
	7	669.27	-	660	682	683	0	0	0	0	0	0	0	0	0.00	#DI
	8	647.06	-	656	631	630	0	0	0	0	0	0	0	0	0.00	#DI
	9	660.28	-	680	666	663	0	0	0	0	0	0	0	0	0.00	#DI
	10	697.95	-	693	692	692	0	0	0	0	0	0	0	0	0.00	#DI
	11	652.71	-	648	666	662	0	0	0	0	0	0	0	0	0.00	#DI
	12	680.71	-	661	654	658	0	0	0	0	0	0	0	0	0.00	#DI
	TUITION	-	-		-	-	-	-	-	-	-	-	-	0	0.00	#DI
	nrollment EC-12 ncluding ALC	8,387.99	0.00	8,389	8,238	8,240	0	0	0	0	0.00	0	0	0.00	0.00	#DI
W	/eighted ADM - WADM n Current Year	9,189.59	0.00	9,188.60	9,036.20	9,037.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DI
E	stimated APU	9,189.59	0.00	9,188.60	9,036.20	9,037.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
_	Estimated EOY APU's	9,189.59	0.00	9,188.60	9,036.20	9,037.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		

#### Edina Public Schools General Fund Monthly Report by Object Code Series (excludes Operating Capital, and LTFM expenses)

	For Period Ending:	October 31, 2020	% into Fiscal Year:		33%					
		2018-19	2018-19	2018-19	2019-20	2019-20	2019-20	2020-21	2020-21	2020-21
OBJECT Series	OBJECT SERIES DESCRIPTION	Revised Budget	FYTD Activity	FYTD %	<b>Revised Budget</b>	FYTD Activity	FYTD %	Revised Budget	FYTD Activity	FYTD %
100	SALARIES AND WAGES	70,904,446	8,378,156 *	12%	72,375,074	14,415,374	20%	72,368,635	14,381,490	20%
200	EMPLOYEE BENEFITS	23,477,084	2,739,321 *	12%	23,990,016	4,715,666	20%	24,964,218	4,729,336	19%
	Subtotal Salaries and Benefits	94,381,530	11,117,477	11.78%	96,365,089	19,131,040	19.85%	97,332,852	19,110,826	19.63%
300	PURCHASED SERVICES	6,680,293	2,299,939	34%	8,316,139	2,031,598	24%	9,448,564	1,832,318	19%
400	SUPPLIES & MATERIALS	3,870,158	1,037,552	27%	3,877,644	950,584	25%	4,080,142	885,289	22%
500	EQUIPMENT	128,600	293,956	229%	85,300	292,801	343%	115,500	520,266	450% **
800	OTHER EXPENSES	444,660	60,441	14%	474,763	59,113	12%	165,440	93,258	56%
900	OTHER FINANCING USES	0	0		0	0	0	0	0	

Subtotal All Other Costs	11,123,711	3,691,888	33%	12,753,846	3,334,096	<b>26%</b>	13,809,646	3,331,131	24%
Less Other Financing Uses/Equipment	128,600	293,956		85,300	292,801		115,500	520,266	
Revised Subtotal All Other	10,995,111	3,397,931	31%	12,668,546	3,041,295	24%	13,694,146	2,810,865	21%
Grand Total General Fund	105,505,241	14,809,365	14%	109,118,935	22,465,136	21%	111,142,499	22,441,957	20%
Less Other Financing Uses/Equipment	128,600	293,956	229%	85,300	292,801	343%	115,500	520,266	450%
Revised Grand Total	105,376,641	14,515,408	13.77%	109,033,635	22,172,335	20.34%	111,026,999	21,921,691	19.74%

\* Salaries and Benefits for October 2018 in the 2018-19 FYTD Activity column were not posted until November 2018.

\*\* Equipment in the 2021 FYTD Activity column is substantially higher due to FIN 154 COVID related expenses.

Notes: This report shows General Fund expenses excluding Operating Capital and Long-Term Facilities Maintenance expenses. Those expenses are excluded due to their volatile nature and restricted funding purposes. Excluding these expenses gives a truer picture of where General Fund expenses are at the end of a given month in relation to the fiscal year-end. The District should always have a gap in the amount it is into the fiscal year versus the current month fiscal to-date expenses. For example, when the report is for the end of October 31,2020 the District is 33% into the fiscal year. District expenses should be less than the amount the District is into the fiscal year, by anywhere from 8-13%, due primarily to teaching staff not being paid their first paycheck until 9/15. Also, the majority of teaching staff spread their paychecks out over 24 pay periods, resulting in a large expense in June when we "pay off" or expense all of the remaining paychecks at the end of the fiscal year. Expenses at the same point in time for the previous two fiscal year's are also provided for comparison purposes.

24 Pay Contracts	574
19 Pay Contracts	48





# Board Meeting Date: November 16, 2020

TITLE: Community Education Student Enrichment Program Update

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**BACKGROUND:** During the COVID-19 pandemic, Community Education Enrichment programs have played an important role in meeting the needs of Edina students and their families. Our classes, camps and programs provide opportunities for learning, growth, and connection in carefully-planned, safe and predictable environments that support social-emotional wellness.

**RECOMMENDATION:** For School Board information

**PRIMARY ISSUES TO CONSIDER:** Understand student participation in Community Education Enrichment programs from June-October, 2020.

ATTACHMENTS: Report

# EDINA COMMUNITY EDUCATION ENRICHMENT PROGRAMS OVERVIEW, JUNE-OCTOBER 2020

### Meeting community need.

During the COVID-19 pandemic, Community Education Enrichment programs have played an important role in meeting the needs of Edina students and their families. Our classes, camps and programs provide opportunities for learning, growth, and connection in carefully-planned, safe and predictable environments that support social-emotional wellness.

Since June 2020, we have logged over 4065 enrollments in over 359 enrichment classes and camps.

Family Testimonials:

My child was very engaged and enjoyed these classes - it was the perfect bridge for after school time so that I could wrap up my work day.

I appreciate the option to get my kids outside during the pandemic. My kids are EVA students and need options for socialization.

I'm grateful that you provide something for the kids to do on work days with no school. Both my boys absolutely loved it. They also got to try a lot of sports they had not done before.

Very organized, kept kids active, felt safe, great exercise. My child loved it.

# Mitigating the spread of COVID-19.

Number of Enrichment classes, camps or programs closed or cancelled due to COVID-19 spread/transmission: 0.

Community Ed has developed a deep expertise in MDE/MDH guidance designed to mitigate the spread of COVID-19. Because of our unique position in the district, a bridge between schools and community, our team must understand *all* current guidance: not only the guidance related to Schools, but also separate, additional and sometimes competing requirements, including guidance for: Youth and Student Programs, Childcare Programs, Playgrounds, Gyms and Fitness Centers for Youth and Adults, Community Gatherings, Sports for Youth and Adults, Aquatic Facilities, Music Activities and Performances, and Cleaning and Disinfecting Guidance for Schools and Childcare Programs.

In all of our programming, we have followed MDE/MDH guidance faithfully. We have worked hard to be clear and consistent in our communications and practices in order to instill confidence and build trust in Edina Community Ed and by extension, Edina Public Schools.

### Program Details: June-October, 2020

### Number of enrollments: 4065

- 1% pre-K
- 61% elementary
- 23% middle school
- 15% high school

We have balanced participation from all schools. Enrollment numbers for elementary and middle schools are proportional to school size.

### **Classes offered: 359**

- 253 (70%) in person
- 106 (30%) online

Classes cancelled due to low interest/low enrollments:

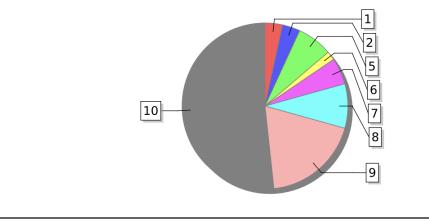
- 19% of in-person classes
- 27% of online classes.

Based on registration and participation numbers, in-person classes have been strongly preferred by our community.

### **Participant Satisfaction**

80% of participant families rate our programs 8, 9 or 10/10.

### On a scale of 1-10, how likely are you to recommend this class or camp?



● 1, 3% ● 2, 3% ● 5, 7% ○ 6, 2% ● 7, 5% ○ 8, 9% ○ 9, 19% ● 10, 52% ● Other, 0%