

INDEPENDENT SCHOOL DISTRICT 273
 Regular Meeting, February 23, 2009
 Room 349, Edina Community Center

AGENDA

Determination of Quorum and Call to Order
 Approval of Minutes of Meeting of January 26, 2009
 Approval of Minutes of Special Meeting of January 26, 2009
 Approval of Minutes of Special Meeting of February 9, 2009

HEARINGS OF INDIVIDUALS, DELEGATIONS, AND PRESENTATION OF PETITIONS FROM THE PUBLIC REGARDING ITEMS BEFORE THE BOARD FOR ACTION OR ON ANY OTHER ISSUE (*SEE ATTACHED DETAIL)

PRESENTATION

- Big Six Research Skills – Countryside Elementary School 5th Grade Students Katie Engelking, Meggie Jackson, Taylor Kreuzscher and Timmy Smith; Teacher Katie Paulson; and Media Specialist Laura Mestler

RECOGNITIONS

- School Finance Award to Edina Board of Education and Business Services Department – Minnesota Department of Education and the Division of Program Finance
- Innovation Grant Recipients – Karen Nelson, Director of Edina Education Fund

REPORTS

- Edina Resource Center/Curriculum Resources & Programs Update – Valerie Burke, Coordinator, Curriculum Resources & Programs
- 2009-10 Planning – Dr. Ric Dressen, Superintendent

CONSENT

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LEADERSHIP UPDATE

Superintendent's Report
Board Committee Minutes

Adjournment

*Persons who wish to address the Board are requested to complete and submit an appropriate form to the Board Secretary prior to the designated hearing time. When recognized, each individual shall identify himself/herself and the group represented, if any. He/She shall then state the reason for addressing the Board and shall be limited in time at the discretion of the Board Chair. Individual employees of the School District or representatives of employee organizations shall have utilized administrative procedures before making a request to address the Board.

FOR ACTION

INDEPENDENT SCHOOL DISTRICT 273
 Regular Meeting February 23, 2009
 Volume 80, Report 296

SUBJECT: PERSONNEL RECOMMENDATIONS

Be It Resolved, That

The Board of Education

Approve the following personnel recommendations:

PROFESSIONAL STAFF

A. REQUEST FOR SABBATICAL LEAVE

<u>Name</u>	<u>Current Status</u>	<u>Effective Date</u>
NILSEN, MATTHEW .5	Health High School	2/1-6/15/10

B. REQUESTS FOR SHARED CONTRACTS

<u>Name</u>	<u>Assignment</u>	<u>Effective Date</u>
BLACHOWIAK, STEPHANIE DUNNING, TARA	Grade 5 .5/Concord Grade 5 .5/Concord	2009-10 school yr
MJOEN, CHRISTINE CARROLL, DEBORAH	Kindergarten .5/Cornelia Kindergarten .5/Cornelia	2009-10 school yr
CARLSON, WENDY HIGGINS, KATHERINE	Grade 4 .5/Cornelia Grade 4 .5/Cornelia	2009-10 school yr
LINK, JESSICA STARK, CHRISTINE	Grade 2 .5/Creek Valley Grade 2 .5/Creek Valley	2009-10 school yr
WEILAND-KARAS, DIANA ERNY, DORREN	Grade 3 .5/Creek Valley Grade 3 .5/Creek Valley	2009-10 school yr
WENNER, KIRSTI WENKUS, MALI	Grade 4 .5/Creek Valley Grade 4 .5/Creek Valley	2009-10 school yr

B. REQUESTS FOR SHARED CONTRACTS CONT'D

<u>Name</u>	<u>Assignment</u>	<u>Effective Date</u>
JOHNSON, SUE HAERTER, TOY	Grade 4 .5/Highlands Grade 4 .5/Highlands	2009-10 school yr
MILLER, LAURIE POWELL, KRISTEN	Grade 4 .5/Normandale Grade 4 .5/Normandale	2009-10 school yr
HANSON, LAURA JOHNSON, JENNIFER	Grade 3 .5/Normandale Grade 3 .5/Normandale	2009-10 school yr
LOO, MICHAELA PETTIS, PATRICIA	Language Arts .5/South View Language Arts .5/South View	2009-10 school yr
WILCEK, ANNA SUPINA, KATHRYN	Grade 6 .5/South View Grade 6 .5/South View	2009-10 school yr

C. REQUESTS FOR LEAVE OF ABSENCE WITHOUT PAY

<u>Name</u>	<u>Current Status</u>	<u>Type</u>	<u>Effective Date</u>
ANTHONY, HOLLY .5	Kindergarten .5/Leave .5 Concord	Supt disc	2009-10 school yr
BLACHOWIAK, STEPHANIE .5	Grade 5 .5/Leave .5 Concord	Supt disc	2009-10 school yr
CARLSON, WENDY .5	Grade 4 .5/Leave .5 Cornelia	Supt disc	2009-10 school yr
CARROLL, DEBORAH .5	Kindergarten .5/Leave .5 Cornelia	Supt disc	2009-10 school yr
DUNNING, TARA .5	Grade 5 .5/Leave .5 Concord	Supt disc	2009-10 school yr
DYE, HEIDI	Leave	Supt disc	2009-10 school yr
ERNY, DORREN .5	Grade 3 .5/Leave .5 Creek Valley	Supt disc	2009-10 school yr
GADTKE, ANGELA .5	Kindergarten .5/Leave .5 Countryside	Supt disc	2009-10 school yr

C. REQUESTS FOR LEAVE OF ABSENCE WITHOUT PAY CONT'D

<u>Name</u>	<u>Current Status</u>	<u>Type</u>	<u>Effective Date</u>
GESSERT, KIMBERLY	Social Worker Highlands	Child care	2/18-6/9/09
GRENIER, JOSHUA	Leave	Long term	2009-10 school yr
GUERIN, ELLEN	Social Studies High School	Long term	2009-10 school yr
HAERTER, TOY .5	Leave	Supt disc	2009-10 school yr
HANSON, LAURA .5	Grade 3 .5/Leave .5 Normandale	Supt disc	2009-10 school yr
HAWKINS, GREER	Media Specialist Creek Valley	Extended	2009-10 school yr
HIGGINS, KATHERINE .5	Grade 4 .5/Leave .5 Cornelia	Supt disc	2009-10 school yr
JANS, JANET	Leave	Extended	2009-10 school yr
JOHNSON, JENNIFER .5	Grade 3 .5/Leave .5 Normandale	Supt disc	2009-10 school yr
JOHNSON, SUE .5	Grade 3 Highlands	Supt disc	2009-10 school yr
KRETSCH, JANE	Leave	Supt disc	2009-10 school yr
LECUYER, ADRIANNE .5	Kindergarten .5/Leave .5 Normandale	Supt disc	2009-10 school yr
LEE, LORI	Leave	Supt disc	2009-10 school yr
LINDBERG, JESSICA	FOL .3/Leave .7 Highlands	Supt disc	2009-10 school yr

C. REQUESTS FOR LEAVE OF ABSENCE WITHOUT PAY CONT'D

<u>Name</u>	<u>Current Status</u>	<u>Type</u>	<u>Effective Date</u>
LINK, JESSICA .5	Leave	Supt disc	2009-10 school yr
LOO, MICHAELA .5	Lang Arts .5/Leave .5 South View	Supt disc	2009-10 school yr
MCCLURE, KATHLEEN	Leave	Extended	2009-10 school yr
MILLER, LAURIE .5	Grade 4 .5/Leave .5 Normandale	Supt disc	2009-10 school yr
MJOEN, CHRISTINE .5	Kindergarten .5/Leave .5 Cornelia	Supt disc	2009-10 school yr
PETERSON, BERIT	Leave	Extended	2009-10 school yr
PETTIS, PATRICIA .5	Lang Arts .5/Leave .5 South View	Supt disc	2009-10 school yr
PLASCH, ERIN .5	Gifted Ed .5/Leave .5 Concord	Supt disc	2009-10 school yr
POWELL, KRISTEN .5	Grade 4 .5/Leave .5 Normandale	Supt disc	2009-10 school yr
STARK, CHRISTINE .5	Grade 2 Creek Valley	Supt disc	2009-10 school yr
STUART, JODI	Kindergarten Concord	Child care	2/16-4/19/09
SUPINA, KATHRYN .5	Grade 6 .5/Leave .5 South View	Supt disc	2009-10 school yr
SVIEN, HENDRIK	Leave	Extended	2009-10 school yr
TRAEGER, MICHELLE	Social Studies South View	Medical	Unknown

C. REQUESTS FOR LEAVE OF ABSENCE WITHOUT PAY CONT'D

<u>Name</u>	<u>Current Status</u>	<u>Type</u>	<u>Effective Date</u>
WATTSON, ERICA .5	Gifted Ed .5/Leave .5 Highlands	Supt disc	2009-10 school yr
WEILAND-KARAS, DIANA .5	Grade 3 .5/Leave .5 Creek Valley	Supt disc	2009-10 school yr
WENKUS, MALI .5	Grade 1 Creek Valley	Supt disc	2009-10 school yr
WENNER, KIRSTI .5	Grade 4 Creek Valley	Supt disc	2009-10 school yr
WILCEK, ANNA .5	Grade 6 .5/Leave .5 South View	Supt disc	2009-10 school yr

D. RESIGNATIONS

<u>Name</u>	<u>Assignment</u>	<u>Reason</u>	<u>Effective Date</u>
BOYKO, KAREN	Leave	Moving	1/31/09
CHERRY, JENNIFER	Leave	Another position	1/21/09
JONSWOLD, JOAN	ESL Cornelia	Early retirement	6/8/09
LUTHER, MARGARET	Grade 6 South View	Early retirement	6/9/09
MOSS, LYNN	Grade 1 Creek Valley	Early retirement	6/8/09
SWANSON, ELLEN	Grade 5 Concord	Early retirement	6/8/09

CLASSIFIED STAFFA. RECOMMENDATIONS FOR EMPLOYMENT

<u>Name</u>	<u>Assignment</u>	<u>Salary</u>	<u>Effective Date</u>
MULLIS, LORRAINE	Guidance Secretary High School	\$2,756/mo Class e Step 1	1/12/09
SWANSON, KRISTEN	Educ Assoc/Sp Ed Concord	\$12.29/hr Step 1	1/20/09

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

B. REQUESTS FOR LEAVE OF ABSENCE WITHOUT PAY

<u>Name</u>	<u>Current Status</u>	<u>Type</u>	<u>Effective Date</u>
ANDURU, CARIE	Bus Driver Transportation Center	Medical	11/12/08-3/13/09
DUCHENE, JEFF	Bus Driver Transportation Center	Medical	1/5-30/09
PATERA, CHRISTOPHER	Educ Assoc/Spec Ed Cornelia	Medical	2/26-3/11/09
STEVENS, KRISTI	Educ Assoc/Spec Ed Countryside	Medical	12/15/08-3/1/09

C. RESIGNATIONS

<u>Name</u>	<u>Assignment</u>	<u>Effective Date</u>
BEVANDA, ALICIA	Educ Assoc/Spec Ed Cornelia	1/30/09
BJERKE, JODI	Educ Assoc/Spec Ed Highlands	1/6/09

FOR ACTION

INDEPENDENT SCHOOL DISTRICT 273
 Regular Meeting, February 23, 2009
 Volume 80, Report 297

SUBJECT: COMMUNITY EDUCATION SERVICES PERSONNEL
 RECOMMENDATIONS

Be it Resolved, That

The Board of Education

Approve the following Community Education Services personnel
 recommendations:

RECOMMENDATION FOR EMPLOYMENT

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Date</u>
Tracey Illies	(FC) Substitute	\$11.00	1/21/09

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

CHANGE IN ASSIGNMENT

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Date</u>
Kelly Brancamp	(KC) Recreation Leader to Supervisor	\$31,995	2/9/09

LEAVE OF ABSENCE

<u>Name</u>	<u>Position</u>	<u>Date</u>	<u>Reason</u>
Michelle Schulze	(YD/YS) Manager	1/27/09-4/22/09	Maternity

FC = Edina Family Center KC = Edina KIDS Club YD/YS = Youth Development/Youth Service

FOR ACTION

INDEPENDENT SCHOOL DISTRICT 273
 Regular Meeting, February 23, 2009
 Volume 80, Report 298

SUBJECT: EXPENDITURES PAYABLE FEBRUARY 9, 2009

Be it Resolved, That

The Board of Education

Approve the payment of expenditures as appended.

Expenditures Payable Summary, by Fund

01	General Fund	\$ 363,098.59
02	Food Service Fund	1,402.55
03	Transportation Fund	34,922.47
04	Community Service Fund	56,990.98
05	Capital Fund	36,224.48
06	Technology Bond Fund	37,452.12
07	Debt Redemption Fund	0.00
14	West Metro Education Program	<u>114,472.41</u>
Total Expenditures		<u><u>\$ 644,563.60</u></u>

FOR ACTION

INDEPENDENT SCHOOL DISTRICT 273
 Regular Meeting, February 23, 2009
 Volume 80, Report 299

SUBJECT: EXPENDITURES PAYABLE FEBRUARY 23, 2009

Be it Resolved, That

The Board of Education

Approve the payment of expenditures as appended.

Expenditures Payable Summary, by Fund

01	General Fund	\$ 479,852.54
02	Food Service Fund	302,287.63
03	Transportation Fund	29,966.38
04	Community Service Fund	14,598.70
05	Capital Fund	39,642.24
06	Technology Bond Fund	13,696.82
07	Debt Redemption Fund	0.00
14	West Metro Education Program	<u>79,401.50</u>
	Total Expenditures	<u><u>\$ 959,445.81</u></u>

FOR ACTION

INDEPENDENT SCHOOL DISTRICT 273
Regular Meeting, February 23, 2009
Volume 80, Report 300

SUBJECT: ALTERNATIVE FACILITIES BOND EXPENDITURES PAYABLE
FEBRUARY 2, 2009

Be it Resolved, That

The Board of Education

Approve the payment of expenditures as appended.

Expenditures Payable of \$ 100,845.26

ISD #273 Edina Public Schools
 CHECK REGISTER FOR BANK 38 - ISD 273 ALT FACILITIES BOND
 DATE RANGE: 02/02/09 - 02/02/09

CHECK #	TYPE	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	PO # INVOICE #
200146	S	\$60457.05	02/02/09	15367		0 H&B SPECIALIZED PRODUCTS INC APPL 2 FICK SEATING PACKAGE	APPL 2 HS FICK OUTSTANDING
200147	S	\$585.00	02/02/09	03005		0 HALDEMAN-HOMME INC TOP COAT REPAIRS	130291 OUTSTANDING
200148	S	\$39803.21	02/02/09	22867		0 ISD 273 GSSC S029444, CK 292796	S029444 OUTSTANDING
TOTAL # OF ISSUED CHECKS:			3	TOTAL AMOUNT		100845.26	
TOTAL # OF VOIDED CHECKS:			0	TOTAL AMOUNT		0.00	
TOTAL # OF UNISSUED CHECKS:			0				

ISD #273 Edina Public Schools
 CHECK REGISTER FOR BANK 38 - ISD 273 ALT FACILITIES BOND
 DATE RANGE: 02/03/09 - 02/18/09

CHECK #	TYPE	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
		AMOUNT	G/L ACCT #			DESCRIPTION	PO # INVOICE #
200149			02/10/09			0 UNISSUED	UNISSUED
200150	S	\$4288.85	02/10/09	15367		0 H&B SPECIALIZED PRODUCTS INC	
		4,288.85	12-821-870-386-520-212			HS FICK SEATING FINAL PAYMENT	APPL 3 FINAL PMT
200151	S	\$4039.62	02/18/09	10501		0 BOILER SERVICES INC	
		2,409.69	12-821-870-386-520-108			REPAIR BOILER #2 OIL MTR SYSTM	26019
		1,629.93	12-821-870-386-520-108			EMERGNCY REPAIR HEATING SYSTM	26096
200152	S	\$6746.76	02/18/09	22877		0 DIRECT DIGITAL CONTROLS	
		1,707.49	12-821-870-386-520-108			AHU #13&18 RPRS & CMPTR CODE	90050
		315.25	12-821-870-386-520-108			AHU#9 DAMPER REPAIR	90081
		580.99	12-821-870-386-520-108			ENT #6 HEATER WIRE REPAIR	90086
		232.20	12-821-870-386-520-108			AHU #15 AIR FLOW ADJUSTMENTS	90087
		602.75	12-821-870-386-520-108			AHU #6 COMPTR&FREEZ STAT	90094
		3,308.08	12-821-870-386-520-108			AHU #22 FRESH AIR ACTUATR RPR	90163
200153	S	\$7499.33	02/18/09	22224		0 ELECTRONIC DESIGN COMPANY	
		7,499.33	12-819-870-386-520-106			PAGING SYSTEM P120321 FINAL	M115476
200154	S	\$2474.68	02/18/09	24104		0 PERKINS + WILL INC	
		2,474.68	12-805-870-386-305-000			SERVICES THRU 12/31/08	69984
200155	S	\$5133.45	02/18/09	15331		0 PRAIRIE ELECTRIC CO	
		4,179.27	12-820-870-386-520-109			ELECTRICAL REPAIRS	22302
		754.28	12-820-870-386-520-109			ELECTRICAL REPAIRS	22317
		199.90	12-820-870-386-520-109			ELECTRICAL REPAIRS	22318
TOTAL # OF ISSUED CHECKS:			6	TOTAL AMOUNT		30182.69	
TOTAL # OF VOIDED CHECKS:			0	TOTAL AMOUNT		0.00	
TOTAL # OF UNISSUED CHECKS:			1				

FOR ACTION

INDEPENDENT SCHOOL DISTRICT 273
Regular Meeting, February 23, 2009
Volume 80, Report 302

SUBJECT: COMMENDATION OF JAY WILLEMSEN, DIRECTOR
OF BUSINESS SERVICES, AND THE BUSINESS
SERVICES STAFF

Be It Resolved, That

The Board of Education

Commend Business Services Director Jay Willemssen and the Business Services Staff for receiving the School Finance Award – FY09 from the Minnesota Department of Education and the Division of Program Finance.

BACKGROUND INFORMATION

The School Finance Award was presented for the first time in 2003 by the Minnesota Department of Education. Edina is one of only two school districts in the state to receive the award all seven years. The criteria for issuing the award included compliance with state statutes on selected finance issues and demonstration of fiscal health in the local setting.

The FY09 School Finance Award went to twenty-two percent, or 118 units, of the total 524 reporting units.

In addition to Edina, the other district honored all seven years with the award is Mankato.

FOR ACTION

INDEPENDENT SCHOOL DISTRICT 273
Regular Meeting, February 23, 2009
Volume 80, Report 303

SUBJECT: GIFT FROM EDINA HIGH SCHOOL PARENT COUNCIL

Be it Resolved, That

The Board of Education

Accept with sincere appreciation the gift of \$1164.98 from the Edina High School Parent Council to Edina Public Schools.

BACKGROUND INFORMATION

The gift of \$1164.98 was given by the Edina High School Parent Council to be used to purchase two ping pong tables for the Edina High School Ping Pong Club.

References:

Minn. Stat. § 123B.02
Edina Public Schools Policy 3280

FOR ACTION

INDEPENDENT SCHOOL DISTRICT 273
Regular Meeting, February 23, 2009
Volume 80, Report 304

SUBJECT: GIFTS FROM EDINA ATHLETIC BOOSTER CLUB

Be it Resolved, That

The Board of Education

Accept with sincere appreciation gifts totaling \$3021.55 from the Edina Athletic Booster Club to Edina Public Schools.

BACKGROUND INFORMATION

Gifts totaling \$3021.55 were given by the Edina Athletic Booster Club to be used as follows:

\$1500.00	Roller skis for the Nordic ski team
\$1521.55	Racing lanes for the swim teams

References:

Minn. Stat. § 123B.02
Edina Public Schools Policy 3280

FOR ACTION

INDEPENDENT SCHOOL DISTRICT 273
Regular Meeting, February 23, 2009
Volume 80, Report 305

SUBJECT: GIFT FROM EDINA FRIENDS OF FORENSICS

Be it Resolved, That

The Board of Education

Accept with sincere appreciation the gift of \$5,535.20 from the Edina Friends of Forensics to Edina Public Schools.

BACKGROUND INFORMATION

The gift of \$5,535.20 was given by the Edina Friends of Forensics to be used to help pay for the salaries of debate and speech coaches.

References:

Minn. Stat. § 123B.02
Edina Public Schools Policy 3280

FOR ACTION

INDEPENDENT SCHOOL DISTRICT 273
Regular Meeting, February 23, 2009
Volume 80, Report 306

SUBJECT: GIFT FROM EDINA GIRLS' HOCKEY BOOSTERS

Be it Resolved, That

The Board of Education

Accept with sincere appreciation the gift of \$2336.52 from the Edina Girls' Hockey Boosters to Edina Public Schools

BACKGROUND INFORMATION

The gift of \$2336.52 was given by the Edina Girls' Hockey Boosters to be used to pay for the salary of one girls' hockey coach.

References:

Minn. Stat. § 123B.02
Edina Public Schools Policy 3280

FOR ACTION

INDEPENDENT SCHOOL DISTRICT 273
Regular Meeting, February 23, 2009
Volume 80, Report 307

SUBJECT: GIFT FROM PRODUCTION ENGINEERING CORPORATION

Be it Resolved, That

The Board of Education

Accept with sincere appreciation the gift of \$1000 from Production Engineering Corporation to Edina Public Schools.

BACKGROUND INFORMATION

The gift of \$1000 was given by Production Engineering Corporation to be used toward Edina High School Robotics Club expenses.

References:

Minn. Stat. § 123B.02
Edina Public Schools Policy 3280

FOR ACTION

INDEPENDENT SCHOOL DISTRICT 273
Regular Meeting, February 23, 2009
Volume 80, Report 308

SUBJECT: GIFT FROM GENERAL MILLS

Be it Resolved, That

The Board of Education

Accept with sincere appreciation the gift of \$2500 from General Mills to Edina Public Schools.

BACKGROUND INFORMATION

The gift of \$2500 was given by General Mills to be used toward Edina High School Robotics Club expenses.

References:

Minn. Stat. § 123B.02
Edina Public Schools Policy 3280

FOR ACTION

INDEPENDENT SCHOOL DISTRICT 273
Regular Meeting, February 23, 2009
Volume 80, Report 309

SUBJECT: GIFT FROM MEDTRONIC

Be it Resolved, That

The Board of Education

Accept with sincere appreciation the gift of \$12,000 from Medtronic to Edina Public Schools.

BACKGROUND INFORMATION

The gift of \$12,000 was given by Medtronic to be used toward Edina High School Robotics Club expenses.

References:

Minn. Stat. § 123B.02
Edina Public Schools Policy 3280

FOR ACTION

INDEPENDENT SCHOOL DISTRICT 273
Regular Meeting, February 23, 2009
Volume 80, Report 310

SUBJECT: 2009 EDINA DAY OF SERVICE

Be it Resolved, That

WHEREAS, serious social problems concern our nation and threaten its future;
and

WHEREAS, connecting with others and working together through volunteer
service can bridge the differences that separate people and help solve serious
social problems; and

WHEREAS, our children are the greatest assets for the future of this community;
and

WHEREAS, we, the residents of Edina, have a proud tradition of philanthropy
and volunteerism; and

WHEREAS, millions of self-sacrificing individuals touch and enhance the lives of
millions each year by doing good by giving where there is a need, rebuilding what
had been torn down, teaching where there is a desire to learn and inspiring those
who have lost hope; and

WHEREAS, volunteer service is an investment in the future we all must share;

NOW, THEREFORE, The Board of Directors of Connecting With Kids does
hereby establish a 2009 Edina Day of Service, to take place on October 24,
2009; further, the board solicits the help of community partners, including the City
of Edina, the Edina Public Schools, and the Edina Chamber of Commerce to help
organize and promote this day.

Signed this 23rd day of February 2009

Randy Meyer
Chair, Edina School Board

Ric Dressen, Ed.D.
Superintendent of Schools

FOR ACTION

INDEPENDENT SCHOOL DISTRICT 273
Regular Meeting, February 23, 2009
Volume 80, Report 311

SUBJECT: REVISED POLICY 404 – PERSONNEL, EMPLOYMENT
BACKGROUND CHECKS

Be It Resolved, That

The Board of Education

Approve revised Policy 404 – Personnel, Employment
Background Checks.

BACKGROUND INFORMATION

This policy has been revised to reflect legislative changes from the 2008 session. The administration is implementing a two-year plan, with background checks, that aligns with the policy.

This revised policy has been reviewed and approved by the administration and the Board Policy Committee. It is being presented to you for action.

Personnel

Employment Background Checks

I. Purpose

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district and on all individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid or such other background checks as provided by this policy. The school district may also elect to do background checks of other volunteers, independent contractors and student employees in the school district.

II. General Statement of Policy

- A. The school district shall require that applicants for school district positions who receive an offer of employment and all individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid submit to a criminal history background check. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an applicant's individual's criminal history does not preclude the applicant individual from employment with, or provision of services to, the school district.
- B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees, or applicants, or service providers without the consent of such individuals.
- C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors and student employees.

III. Procedures

- A. Normally an applicant individual will not commence employment or provide services until the school district receives the results of the criminal history background check. The school district may conditionally hire an applicant or allow an individual to provide services pending completion of the background check, but shall notify the applicant individual that the applicant's individual's employment or opportunity to provide services may be terminated based on the result of the background check. Background checks will be performed by the

Minnesota Bureau of Criminal Apprehension (hereinafter “the BCA”). The school district reserves the right to also have criminal history background checks conducted by other organizations or agencies.

- B. ~~An applicant who is offered employment~~ In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services to the school district, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the BCA and the school district of conducting the criminal history background check. If the ~~applicant~~ individual fails to provide the school district with a signed Informed Consent Form and fee at the time the ~~applicant~~ individual receives a job offer, or permission to provide services, the ~~applicant~~ individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.
- C. The school district, in its discretion, may elect not to request a criminal history background check on an ~~applicant~~ individual who holds an initial entrance license issued by the state board of teaching or the ~~state board~~ commissioner of education within the 12 months preceding an offer of employment or permission to provide services.
- D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:
1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;
 2. the other school hiring authority conducted a criminal background check within the previous 12 months;
 3. the ~~applicant~~ individual executes a written consent form giving the school district access to the results of the check; and
 4. there is no reason to believe that the ~~applicant~~ individual has committed an act subsequent to the check that would disqualify the ~~applicant~~ individual for employment or for provision of services.
- E. For all current and former nonstate residents who are offered employment ~~with the school district~~ or the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, the school district shall request a criminal history background check on such ~~applicants~~ individuals from the superintendent of the BCA and from the government agency performing the same function in the resident state, or if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from

employment with, or provision of services to, the school district. Such ~~applicants~~ individuals must provide an executed criminal history consent form.

- F. When required, ~~applicants~~ individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the ~~applicant~~ individual are unusable, the ~~applicant~~ individual will be required to submit another set of prints.
- G. Copies of this policy shall be available in the school district's employment office and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services in the ~~job~~ position posting and ~~job~~ position advertisements.
- H. The ~~applicant~~ individual will be informed of the results of the criminal background check(s) to the extent required by law.
- I. If the criminal history background check precludes employment with, or provision of services to, the school district, the ~~applicant~~ individual will be so advised.
- J. The school district may apply these procedures to other volunteers, independent contractors or student employees as though they were applicants for employment or providing athletic coaching services or other extracurricular academic coaching services.
- K. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions subject to a criminal background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication. A form notice (Appendix II) for this purpose is included with this policy.

IV. Criminal History Consent Form

A form to obtain consent for a criminal history background check is included with this policy.

Legal References:

Minn. Stat. § 123B.03 (Background Checks)

Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child Protection Background Check Act)

Minn. Stat. § 364.09(b) (Exception for School Districts)

Policy
adopted: 9/22/08

INDEPENDENT SCHOOL DISTRICT 273
Edina, Minnesota

Appendix I

123B.03 INFORMED CONSENT
Edina Public Schools
Human Resources Department
5701 Normandale Road
Edina, MN 55424
(952) 848-3900

Date: _____

We are requesting a federal check, pursuant to Minnesota State Statute 123B.03, on this individual as well. (The required fingerprint card, consent form, and check in the amount of \$24.25 are enclosed.)

The following named individual has made application with this agency for employment.

Last Name of Applicant (*please print*): _____

First Name (*please print*): _____

Middle Name (*full*) (*please print*): _____

Maiden, Alias or Former Name (*please print*): _____

Date of Birth: _____
Month/Day/Year

Sex (M or F): _____

Social Security Number: _____

I authorize the Minnesota Bureau of Criminal Apprehension to disclose criminal history record information to the Human Resources Department, Edina Public Schools; pursuant to Minnesota State Statute 123B.03, for the purpose of employment with this agency.

The expiration of this authorization shall be for a period no longer than one year from the date of my signature.

Signature of Applicant

Date

Appendix I

BACKGROUND CHECK FORM FOR PROSPECTIVE EMPLOYEES

Edina Public Schools
Human Resources Department
5701 Normandale Road
Edina, MN 55424
(952) 848-3900

Date: _____

The following named individual has made an employment application with Edina Public Schools. The applicant must provide the following information:

Last Name (PLEASE PRINT): _____

First Name (PLEASE PRINT): _____

Full Middle Name (PLEASE PRINT): _____

Maiden, Alias or Former Names (PLEASE PRINT): _____

Date of Birth: _____
Month/Day/Year

Sex (M or F): _____

Social Security Number: _____

If you have lived out of state since the age of 18, please complete the enclosed fingerprint card and check the following box:

Edina Public Schools is requesting a federal background check in accordance with Minnesota Statutes, Section 123B.03, Subdivision 1(d). The required fingerprint card, this consent form, and district-issued check, payable to the BCA in the amount of \$24.25, are enclosed.

By my signature, I authorize the Minnesota Bureau of Criminal Apprehension ("BCA") to disclose criminal history record information to the Human Resources Department of Edina Public Schools in accordance with Minnesota Statutes, Section 123B.03, for the purpose of employment with the district.

The authorization is valid no longer than one year from the date of my signature.

Signature of Applicant

Date

FOR ACTION

INDEPENDENT SCHOOL DISTRICT 273
Regular Meeting, February 23, 2009
Volume 80, Report 312

SUBJECT: REVISED POLICY 411 – PERSONNEL, EMPLOYMENT PROCEDURES

Be It Resolved, That

The Board of Education

Approve revised Policy 411 – Personnel, Employment Procedures.

BACKGROUND INFORMATION

This policy has been revised to reflect current practices within the district. The policy number was changed to 400 to provide better continuity in the Series 400 Policies.

This revised policy has been reviewed and approved by the administration and the Board Policy Committee. It is being presented to you for action.

Personnel

Employment Procedures

I. Purpose

The purpose of this policy is to ~~define~~ outline the school district's employment procedures including recruitmenting, posting, selectioning, and hiring of employees.

II. General Statement of Policy

The school district recognizes the ultimate quality of the educational program of the district is ~~both directly and indirectly~~ 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 ~~reach~~ implement the ~~goals and objectives of the school district's mission and vision~~. The district administration will be responsible for recruiting ~~staff members~~ employees. Employment of All licensed regular full-time and part-time employees will require school board approval.

~~III. Definitions~~

~~A. Regular employee — A regular employee is any person who is assigned to regular licensed or nonlicensed school district duties on a yearly basis as per job description and/or the employee's work agreement.~~

~~B. Substitute employee — Any person who completes job responsibilities on a substitute or short term basis. These employees are used on an infrequent or as needed basis. The district superintendent or designee will approve employment of substitute or temporary employees.~~

~~C. Seasonal employees — Employees who are employed over an extended period of time not to exceed an established number of working days in accordance with their respective work agreement or Public Employee Labor Relations. This would include community education class offerings.~~

~~D. Lead cocurricular position — An employee who is the lead position for a district sanctioned cocurricular program. This includes head coaches and organization advisors.~~

~~E. Non-lead cocurricular positions — All cocurricular positions that are not lead positions in a district sanctioned cocurricular program.~~

IVIII. Job Posting and Recruitment

- A. General employment inquiries will be handled by the district's human resources department. ~~All applications and employment inquiries will be handled through the district's human resources office.~~
- B. Job postings for new positions ~~in the district~~ must receive the approval of the human resources ~~director~~ administration. Building administrators or department supervisors must submit requests to post vacant positions to the human resources department.
- C. All notices of job openings ~~in the district~~ postings will include the emphasize that the school district is an equal opportunity employer. ~~All application forms will conform with Equal Employment Opportunity Commission guidelines.~~
- D. Following any applicable employee ~~reassignments of staff members within a building or transfers,~~ notification of all job openings will be posted for five days on the ~~school~~ district's website unless specified differently in a negotiated work labor agreement. ~~The internal posting locations for the school district may be determined by the building administrator.~~
- E. Notification of for position vacancies ~~of positions~~ may be forwarded to various 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 the notice of vacancy~~ recruitment will be dependent on the specific job posting and the availability of identifying a strong candidate pool.
- F. All applications will be kept ~~on file in~~ by the human resources ~~office~~ department for ~~a period of~~ one year.

IV. Licensed Job Interviewing and Hiring Process

- ~~AB.~~ The human resources office department will process applications and credentials of all candidates for employment, except Applications for extracurricular activities, community education and transportation which will be coordinated by their respective departments.
- ~~BA.~~ The human resources director department will coordinate with building administrators or department supervisors in the determination of the job criteria and competencies qualifications required for a position in collaboration with other administrators and staff. The criteria and competencies will qualifications may include licensure, experience, education, training and the district's needs:
- ~~• Licensure~~
 - ~~• Experience~~
 - ~~• Expertise and training~~
 - ~~• Needs of the unit, department, grade level and school~~

- C. ~~The human resources director~~ building administrators or department supervisors will coordinate the review and identification of candidates to be interviewed.
- D. ~~The human resources director~~ 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 process will~~ coordination also includes determination of the membership on of the district's interview team. The interviewing team could may include board members, administrators, staff employees, parents, students, and community members. The interviewing team is advisory to the building administrators or department supervisors.
- E. ~~The interview team will participate in identifying the finalists for the position.~~ The building administrators or department supervisors will be responsible for checking candidates' 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 high school principal for activities' candidates, and by the director of community education services for community education candidates.
- FG. ~~The human resources director~~ department will ~~coordinate~~ complete all necessary background checks, and verify the candidate's licensure requirements, reference calls, criminal background checks and contacting previous employers. Licensed candidates must provide their license to the human resources department.
- GH. ~~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 district administration will determine the process of identifying candidates to be recommended to the school board. ~~This process may include participation of the interview team. Additional interviewing may take place to identify the candidate. The administration must take the final responsibility for recommending a candidate to the school board.~~ The human resources department will develop prepare the candidate's recommendation for employment to be presented to the school board for approval.
- HJ. ~~The human resources director~~ department will coordinate arrangements seeking acceptance of the selected candidate that may include salary, benefits, a

signed agreement between the candidate and employee, and an employment start date:

- ~~Salary~~
- ~~Benefits~~
- ~~Signed agreement~~
- ~~Starting date~~

~~IJ.~~ The human resources director building administrators or department supervisors will ~~coordinate the process to~~ inform all nonselected, interviewed candidates of the status of the employment search.

~~J.~~ All individuals who are interviewed for a position will be notified of the status of the job.

~~K.~~ The school board will approve employment for all regular full-time and part-time employees. All licensed staff will receive school board approval for employment.

~~VI.~~ Nonlicensed Job Interview and Hiring Process

~~The nonlicensed job interview and hiring process will follow the same process outlined in the licensed job interview and hiring process.~~

~~VII.~~ New Regular Employees

~~A.~~ The human resources director will notify building administrators, program administrators, and new employees of the job status upon school board action.

~~BA.~~ The human resources director department will notify the business office of all new employees and their status.

~~CB.~~ The human resources department will provide the new employees with necessary personnel information.

~~VIII.~~ Substitute Employees Positions and Hiring Process

~~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 continually advertise ~~on an ongoing basis~~ for substitute employees ~~in the school district~~. All candidates must meet any applicable licensure requirements, and complete the required application process, including required a background checks, ~~and must meet licensure requirements.~~

~~C.~~ The human resources ~~director~~ department will maintain a current substitute candidate pool. The school district reserves the right to determine the selection process for hiring a candidate for a substitute position.

IXVII. Seasonal and Casual Employees

- A. Seasonal and casual employees are employees who are employed over an extended period of time, not to exceed an established number of working days in accordance with their respective work agreement or Public Employee Labor Relations. Seasonal employees include employees teaching community education class offerings and coaches. The district administration will approve employment of seasonal employees.
- B. ~~The program or building site administrators or department supervisors and the human resources director~~ 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 required a background checks, ~~and must meet licensure requirements. The human resources director will recommend candidates to the superintendent.~~

XVIII. Lead Co-curricular Activity Positions

The activities director and building principal will collaborate on the interview and hiring process using the licensed job interview and hiring process as a guide. All candidates must complete the required application process, including required background checks, and must meet licensure requirements.

XIX. Non-lead Co-curricular Activity Positions

~~The building administrator~~ activities director and appropriate district staff will collaborate on the interview and hiring process. ~~The building administrator~~ activities director will recommend selected candidates to the human resources department. ~~The building administrator~~ activities director will approve the appointment of these positions for one year. All candidates must complete the required application process, including required background checks, and must meet licensure requirements.

XII. 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. Edina Public Schools is committed to providing training for new employees as well as identifying employee support networks and mentorship opportunities. ~~The district administration will identify and coordinate the set of expectations for professional development activities for new employees. This training will continue over the course of in the employee's early years in the district. New employees will be required to attend sessions that are scheduled by the district administration. Modifications in the employee's work day and substitute arrangements will be made as necessary.~~

XIII. Job Descriptions

~~Job descriptions shall be established for each position that is performed by licensed and nonlicensed employees. The district human resources office will maintain the job description book for all employment positions and update as changes occur. The job descriptions shall include the following:~~

- ~~• Job title~~
- ~~• Duties to be performed~~
- ~~• Type and extent of training required~~
- ~~• Degree of responsibility assumed~~
- ~~• Other related factors and information pertinent to the position~~

XIV. Terms and Conditions of Employment

The school district ~~adopts~~ negotiates labor agreements and policies for various employee groups and bargaining units. In ~~following~~ 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)
- Policy 404 (Employment Background Checks)
- Policy 405 (Veteran's Preference)
- Policy 424 (License Status)
- Policy 425 (Staff Development)

FOR ACTION

INDEPENDENT SCHOOL DISTRICT 273
Regular Meeting, February 23, 2009
Volume 80, Report 313

SUBJECT: REVISED POLICY 418 – PERSONNEL: ALCOHOL- AND DRUG-FREE
WORKPLACE/DRUG-FREE SCHOOL

Be It Resolved, That

The Board of Education

Approve revised Policy 418 – Personnel, Alcohol- and Drug-Free
Workplace/Drug-Free School.

BACKGROUND INFORMATION

This policy has been revised to incorporate MSBA Model Policy 416 – Personnel: Drug and Alcohol Testing. The policy creates stronger alignment of district practices by combining the two policies. The policy was modified by the district's human resources manager upon reviewing state statutes and current practices.

This revised policy has been reviewed and approved by the administration and the Board Policy Committee. It is being presented to you for action.

Personnel

Alcohol- and Drug-Free Workplace/Drug-Free School

I. Purpose

~~The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances and controlled substances without a physician's prescription.~~

The school board recognizes that the health and well-being of employees and students are vitally important. In addition, the school board recognizes that the abuse of drugs and alcohol is a nationwide problem. Safety problems are created when employees abuse drugs or alcohol. The school board strives to provide an environment free from the use of controlled substances or alcohol.

II. General Statement of Policy

~~A. Use of controlled substances, toxic substances, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.~~

~~B. It shall be a violation of this policy for any student, teacher, administrator, other school district personnel, or member of the public to use alcohol, toxic substances, or controlled substances in any school location.~~

~~C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.~~

The educational and work environment of the school district will be free from controlled substance and alcohol use. No employee, student teacher, or district volunteer shall use, possess, sell, distribute or be under the influence of alcohol or a nonprescribed controlled substance while on district property or attending a district function. The misuse of prescription drugs or other illegal mood-altering substances is prohibited while on district property or attending a district function. In addition, the possession of paraphernalia relating to a controlled substance is prohibited while on district property or attending a district function.

An employee who violates this policy will be subject to disciplinary action in accordance with any applicable collective bargaining agreement. The disciplinary action may include, but is not limited to nonrenewal, suspension or termination.

All persons subject to commercial driver's license requirements will be tested for controlled substances and alcohol pursuant to federal law. The district will abide by the mandated provisions of the federal law, including the Omnibus Transportation Employee Testing Act of 1991. Drivers who test positive for alcohol or controlled substances will be subject to disciplinary action, which may include termination of employment.

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. ~~“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.~~
- D. ~~“Use” includes to sell, buy, manufacture, distribute, dispense, possess, use, or to be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.~~
- E. ~~“Possess” means to have on one's person, in one's effects, or in an area subject to one's control.~~
- F. ~~“School location” includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-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 such employee is supervising students on behalf of the school district or otherwise engaged in school district business.~~

The term “controlled substance” includes narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, and all other controlled substances as defined by Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812. This definition includes analogues and look-alike drugs.

IV. Exceptions

- A. ~~It shall not be a violation of this policy for a person to bring onto a school location, for such person's own use, a controlled substance which has a~~

~~currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.~~

- ~~B. It shall not be a violation of this policy for a person to possess an alcoholic beverage in a school location when the possession is within the exceptions of Minn. Stat. § 624.701, Subd. 1a (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).~~

IV. Employees' Responsibilities

- A. If an employee is convicted of violating any criminal drug statute, the employee must notify his or her direct supervisor and the director of human resources within five calendar days of the conviction.
- B. An employee must immediately report known violations of this policy to his or her direct supervisor.

~~V. Procedures~~

- ~~A. Students who have a prescription from a physician for medical treatment with a controlled substance must comply with the school district's student medication policy.~~
- ~~B. Employees who have a prescription from a physician for medical treatment with a controlled substance 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.~~
- ~~C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.~~
- ~~D. Employees are subject to the school district's drug and alcohol testing policies and procedures.~~
- ~~E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.~~
- ~~F. Possession of alcohol on school grounds pursuant to the exceptions of Minn. Stat. § 624.701, Subd. 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.~~

V. 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.

~~VI. Enforcement~~

A. ~~Students~~

- ~~1. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.~~
- ~~2. The student may be referred to a drug or alcohol assistance or rehabilitation program and/or to law enforcement officials when appropriate.~~

B. ~~Employees~~

- ~~1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall 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.~~
- ~~2. 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 school board.~~
- ~~3. 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 school board.~~
- ~~4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.~~

C. ~~The Public~~

~~A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.~~

Legal References:

~~Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
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 (Liquor in Certain Buildings or Grounds)~~
~~20 U.S.C. § 7101-7165 (Safe and Drug-Free Schools and Communities Act)~~
~~21 U.S.C. § 812 (Schedules of Controlled Substances)~~
~~41 U.S.C. §§ 701-707 (Drug-Free Workplace Act)~~
~~21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)~~
~~34 C.F.R. Part 85 (Governmentwide Requirements for Drug-Free Workplace)~~
21 U.S.C. § 812 (Controlled Substances Act)
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. § 181.950-181.957 (Drug and Alcohol Testing in the Workplace)~~
~~Minn. Stat. § 221.031, subd. 10 (Motor Carrier Rules)~~
Belde v. Ferguson Enterprises, Inc., 460 F.3d 976 (8th cir. 2006)

Cross References:

Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
~~Policy 416 (Drug and Alcohol Testing)~~
 Policy 417 (Chemical Use and Abuse)
~~Policy 506 (Student Discipline)~~
~~Policy 516 (Student Medication)~~

Policy
 adopted: 10/20/08

INDEPENDENT SCHOOL DISTRICT 273
 Edina, Minnesota

FOR DISCUSSION

INDEPENDENT SCHOOL DISTRICT 273
Regular Meeting, February 23, 2009
Volume 80, Report 314

SUBJECT: 2009–2010 CAPITAL FUND BUDGET

Be It Resolved, That

The Board of Education

Approve the 2009–2010 Capital Fund Revenue Budget in the amount of \$3,080,000 and the 2009–2010 Capital Fund Expenditure Budget in the amount of \$2,950,000.

BACKGROUND INFORMATION

Note on the following pages that the Operating Fund Balance at the end of 2009–2010 will approximate \$200,000 or 8.5% of the Expenditure Budget. Also note that the Health & Safety deficit is being slowly eroded. The Board Finance and Facility Committee has reviewed and recommends for approval the attached budget.

INDEPENDENT SCHOOL DISTRICT #273

**COMBINED STATEMENT OF BUDGETED REVENUES, EXPENDITURES,
AND PROJECTED CHANGES IN CAPITAL FUND BALANCES**

Fiscal Year Ending June 30, 2010

	Projected Balance <u>June 30, 2009</u>	Budget Revenues <u> </u>	Budget Expenditures <u> </u>	Projected Balance <u>June 30, 2010</u>
Capital Fund				
Reserve Health & Safety	\$ (1,700,000)	\$ 680,000	250,000	\$ (1,270,000)
Designated Lease Levy	50,000	350,000	350,000	50,000
Reserve Operating Capital	<u>500,000</u>	<u>2,050,000</u>	<u>2,350,000</u>	<u>200,000</u>
Total Capital Fund	<u><u>\$ (1,150,000)</u></u>	<u><u>\$ 3,080,000</u></u>	<u><u>\$ 2,950,000</u></u>	<u><u>\$ (1,020,000)</u></u>

Edina Public Schools

Capital Budget Summary 2009 - 2010

DEPARTMENT	TITLE OF REQUEST	Est. Cost	Admin. Recommendation	Board Approval
Contingency				
	1/2 Superintendent	30,000	30,000	
	2/2 Buildings & Grounds	30,000	30,000	
TOTAL		\$ 60,000	\$ 60,000	
Superintendent				
	1/5 DW Music Equipment	75,000	75,000	
	2/5 DW Instructional Furniture	50,000	50,000	
	3/5 DW Instructional Capital	120,000	120,000	
	4/5 Decent. Capital, non-instructional	75,000	75,000	
	5/5 Decent. copying charges	210,000	175,000	
TOTAL		\$ 530,000	\$ 495,000	
Athletics				
	1/2 Ice time	40,000	Health & Safety	
	2/2 Football helmets	4,000	4,000	
TOTAL		\$ 44,000	\$ 4,000	
Bldgs & Grounds				
ECC	1/22 Blacktop/stripping/parking lots	30,000	Alt. Fac.	
	2/22 Bathroom renovation	28,000	-	
	3/22 Carpet replacement/phase 1	12,000	Alt. Fac.	
	4/22 Cleaning equipment	12,100	12,000	
	5/22 Locker room repairs	30,000	13,000	
	6/22 South end plumbing drains	25,000	Alt. Fac.	
	7/22 Kabota tractor	10,000	-	
	8/22 Replace window A/C	3,600	-	
	9/22 Replace windows/east side	60,000	Alt. Fac.	
	10/22 New weight room	40,000	-	
	11/22 Door #4/step repair	7,000	-	
	12/22 Door #4/door, threshold repair	3,300	-	
	13/22 Loading dock doors/replace	4,100	-	
	14/22 Loading dock/trash extention	1,580	-	
	15/22 Kuhlman Field/railings	1,625	-	
	16/22 Kuhlman Field/bleacher repair	4,300	-	
	17/22 Locker room renovations	115,000	-	
	18/22 Kuhlman Field/pipe/fence repair	2,200	-	
	19/22 Door #5 missing steps	760	-	
	20/22 City Gym/door repairs	835	-	
	21/22 Lg.gym door repair/T&M \$80/hr.		-	
	22/22 City Gym/corridor door repair	835	-	
TOTAL		\$ 392,235	\$ 25,000	

DEPARTMENT	TITLE OF REQUEST	Est. Cost	Admin. Recommendation	Board Approval
Concord				
	1/5 Office area HVAC	17,510	-	
	2/5 Front concrete/bus/sidewalk	10,000	10,000	
	3/5 Re-key exterior doors	3,000	-	
	4/5 Classroom cabinets	5,000	-	
	5/5 Portable gates for hallways	2,000	-	
TOTAL		\$ 37,510	\$ 10,000	
Cornelia				
	1/5 Replace bathroom partitions	18,200	-	
	2/5 Lunchroom tables	20,715	-	
	3/5 Bus ramp canopy	9,000	10,000	
	4/5 Condensate return tank/boiler	9,500	-	
	5/5 Electrical service upgrade	33,000	-	
TOTAL		\$ 90,415	\$ 10,000	
Countryside				
	1/4 Tables/K+ program	1,145	2,000	
	2/4 Volleyball poles/PE	618	1,000	
	3/4 Hand washing stations	4,500	5,000	
	4/4 Permanent soccer goals	2,425	2,000	
TOTAL		\$ 8,688	\$ 10,000	
Creek Valley				
	1/4 Playground repair	2,755	Health & Safety	
	2/4 Sidewalk extension	7,860	8,000	
	3/4 Security camera/nw parking lot	2,000	2,000	
	4/4 Floor scrubber	8,113	-	
TOTAL		\$ 20,728	\$ 10,000	
District Office				
	1/2 Field signs for ECC campus	500	-	
	2/2 Color printer for Bus.Serv. Dept.	1,000	DMTS	
TOTAL		\$ 1,500	-	

DEPARTMENT	TITLE OF REQUEST	Est. Cost	Admin. Recommendation	Board Approval
DMTS				
	1/8 Computer/Network hardware	275,500	250,000	
	2/8 Library/Reference books	100,000	75,000	
	3/8 TIES	351,787	350,000	
	4/8 Project Lead the Way	90,200	30,000	
	5/8 Video Tape Curriculum Library	10,000	10,000	
	6/8 Student Response Systems	15,000	-	
	7/8 1 to 1 Computer Pilot	245,600	-	
	8/8 Telecommunications Access	35,000	35,000	
TOTAL		\$ 1,123,087	\$ 750,000	
Food Service				
	1/6 Buffet Serving Counter	9,700	Food Service Fund	
	2/6 Milk Cooler/Normandale	1,612	"	
	3/6 Yogurt machine/EHS	12,091	"	
	4/6 Printers (6)	2,094	"	
	5/6 Utility carts (2)	864	"	
	6/6 Computers (2)	1,600	"	
TOTAL		\$ 27,961	-	
Health Services				
	1/11 Nebulizers / Concord & ECSE	135	150	
	2/11 2009 Drug Handbook	300	300	
	3/11 Four drawer lateral file/VVMS	615	650	
	4/11 2 door storage cabinet/CV	800	800	
	5/11 Large dial scale/EHS	95	100	
	6/11 AED trainer/districtwide	260	250	
	7/11 CPR/Choking Guidelines	288	300	
	8/11 Letter Charts for screening	105	100	
	9/11 Desk magifier lamp	82	100	
	10/11 Step-stool/side support/VVMS	25	50	
	11/11 Student bench/Normandale	155	200	
TOTAL		\$ 2,860	\$ 3,000	

DEPARTMENT	TITLE OF REQUEST	Est. Cost	Admin. Recommendation	Board Approval
High School				
	1/17 Podium	260	-	
	2/17 R279/improvements	260	-	
	3/17 Lab equipment/science	8,200	9,000	
	4/17 Darkroom enlargers	586	-	
	5/17 Laptops/Art	3,000	DMTS	
	6/17 Potters wheel/electric/2	2,490	-	
	7/17 Upper North Field	200,000	Alt. Fac.	
	8/17 Carpeting/classrooms	42,000	Alt. Fac.	
	9/17 Electrical/Rm 222		-	
	10/17 Fans/Math Department	400	-	
	11/17 Computer chairs/Rm 323	5,337	5,000	
	12/17 Remodel Room 141		-	
	13/17 Modify turn-around	11,000	11,000	
	14/17 Sidewalks,steps,ramp repair	29,178	-	
	15/17 Finish opening of old window	7,500	-	
	16/17 Storage area shelving	3,000	-	
	17/17 Remove old absorbtion chiller	13,000	-	
TOTAL		\$ 326,211	\$ 25,000	
Highlands				
	1/4 Intercom system	20,000	-	
	2/4 Jacobsen Turfcat	17,568	-	
	3/4 Tile/partitions bathrooms	24,061	-	
	4/4 Sidewalk/playground area	5,875	10,000	
TOTAL		\$ 67,504	\$ 10,000	
Maintenance				
	1/2 Assessments	25,000	25,000	
	2/2 Bldg. Maintenance	125,000	125,000	
TOTAL		\$ 150,000	\$ 150,000	

DEPARTMENT	TITLE OF REQUEST	Est. Cost	Admin. Recommendation	Board Approval
Normandale				
	1/5 Filtered/chilled drink fountain	5,400	5,000	
	2/5 Sun control window film	1,800	2,000	
	3/5 Remove greenhouse/Door 1A	7,800	3,000	
	4/5 Replace/remove ramps	24,040	-	
	5/5 Doors west side	23,000	-	
TOTAL		\$ 62,040	\$ 10,000	
South View				
	1/12 Tables & chairs	2,000	2,000	
	2/12 Paper shredder	1,500	1,500	
	3/12 Portable sink	1,500	1,500	
	4/12 Chairs for music room	1,700	Music Capital	
	5/12 Tables for music room	1,272	"	
	6/12 Choral Library Unit	1,830	"	
	7/12 Music stands	3,350	"	
	8/12 Cello storage racks	1,320	"	
	9/12 String Bass storage rack	1,270	"	
	10/12 Classroom tables	1,900	"	
	11/12 Instrument storage units	11,366	"	
	12/12 Pool/gas chlorine conversion	9,378	10,000	
TOTAL		\$ 38,386	\$ 15,000	
Special Services				
Early Childhood				
	1/2 Nat'l Geo Curriculum materials	8,295	8,000	
	2/2 Wooden storage units (9)	4,247	5,000	
TOTAL		\$ 12,542	\$ 13,000	
Teaching & Learning				
	1/8 Online course resource	159,736	150,000	
	2/8 Naviance subscription	15,300	-	
	3/8 Webassign	4,400	-	
	4/8 Secondary Math Curric.Review	405,423	250,000	
	5/8 K-5/Art requests	13,935	-	
	6/8 K-5/Language Arts	50,823	-	
	7/8 K-5/Music	39,343	-	
	8/8 Secondary Music Programs	34,971	-	
TOTAL		\$ 723,931	\$ 400,000	

DEPARTMENT	TITLE OF REQUEST	Est. Cost	Admin. Recommendation	Board Approval
Transportation				
	1/3 Roof	40,000	-	
	2/3 4 school buses	348,000	(3 buses) 260,000	
	3/3 Snow plow truck	50,000	-	
TOTAL		\$ 438,000	\$ 260,000	
Valley View Middle School				
	1/11 Pool/filter replacement	150,000	Alt. Fac.	
	2/11 Emergency generator hook-up	28,000	Alt. Fac.	
	3/11 Replace damaged sidewalks	14,000	15,000	
	4/11 Urinal flush valves (25)	20,000	-	
	5/11 Student toilet partitions (3)	16,595	-	
	6/11 Student bathroom sink replace.	34,560	-	
	7/11 Boiler replacement	289,000	-	
	8/11 Window replacement	39,000	-	
	9/11 Lockerroom door replacement	5,560	-	
	10/11 Exterior painting	19,595	-	
	11/11 Cafeteria tables (6)	7,644	-	
TOTAL		\$ 623,954	\$ 15,000	
Subtotal			\$ 2,275,000	
Donations/Gifts			75,000	
Subtotal-Operating			\$ 2,350,000	
Levy for Lease			350,000	
Health & Safety			250,000	
Grand Totals			\$ 2,950,000	

FOR DISCUSSION

INDEPENDENT SCHOOL DISTRICT 273
Regular Meeting, February 23, 2009
Volume 80, Report 315

SUBJECT: REVISED POLICY 3323 – BUSINESS, SOLICITING PRICES (BIDS AND QUOTATIONS)

Be It Resolved, That

The Board of Education

Approve revised Policy 3323 – Business, Soliciting Prices (Bids and Quotations).

BACKGROUND INFORMATION

This policy has been revised to reflect the change in Minnesota Statute 471.345. The revised policy was approved by the Board Finance Committee and has been reviewed by the Board Policy Committee. It is being presented to you for discussion.

Business

Soliciting Prices (Bids and Quotations)

Expenditures for the purchases of goods and/or services, not exempt from Minnesota Statute 471.345, shall be subject to written quotations or formal bids within these restrictions:

1. **Contracts Over ~~\$50,000~~ 100,000**
If the amount of the contract is estimated to exceed ~~\$50,000~~ 100,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of M.S. 471.345, Subd. 3.
2. **Contracts From ~~\$10,000~~ 15,000 to ~~\$50,000~~ 100,000**
If the amount of the contract is estimated to exceed ~~\$10,000~~ 15,000 but not to exceed ~~\$50,000~~ 100,000 the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof.
3. **Contracts Less Than ~~\$10,000~~ 15,000**
If the amount of the contract is estimated to be less than ~~\$10,000~~ 15,000, the contract may be made either upon quotation or in the open market, at the discretion of the governing body; but, so far as is practicable, the contract shall be based on at least two quotations which shall be kept on file for a period of at least one year after receipt thereof.
4. **Formal Bidding Procedures**
Sealed bids are to be opened in the office of the Board, at the specific time stated in the bid form. Bids on construction contracts and items of unusual nature are to be opened at the Board office at a regular time as stated in the bid form. All bidders shall be notified of the opening and invited to be present. Bids or quotations received after the date and time specified shall be returned to the bidder unopened.

The Board shall have discretion in determining the responsibility of the bidders based on conformity with specifications, terms of delivery, and other conditions imposed in the call for bids or the specification and shall award the contract to the lowest responsible bidder, providing the bidder fully meets the specifications.

Business**Soliciting Prices (Bids and Quotations)** (continued)

Changes in the amount or the condition of the bid will not be allowed once the bid has been received by the Board or its agents. Awards shall be made only on the specifications advertised or amended prior to the official opening of the bids.

Legal references: M.S. 471.345, Subd. 1, Subd. 2, Subd. 3, Subd. 4, Subd. 5
123.37 Independent School Districts, Contracts

Policy
adopted: 06/29/71
amended: 01/10/77
amended: 05/13/96
amended: 11/25/96
amended: 06/14/04

INDEPENDENT SCHOOL DISTRICT 273
Edina, Minnesota

FOR DISCUSSION

INDEPENDENT SCHOOL DISTRICT 273
Regular Meeting, February 23, 2009
Volume 80, Report 316

SUBJECT: NEW 400 SERIES POLICIES – PERSONNEL, PHASE IV

Be It Resolved, That

The Board of Education

Approve new 400 Series Policies – Personnel, Phase IV.

BACKGROUND INFORMATION

New 400 Series Policies, Phase IV, are being proposed. The 400 Series Policies will ultimately replace the current 4000 Series Policies. Additional 400 Series Policies will be forthcoming.

The 400 Series Policies before you include:

Policy 427 – Personnel: Immigration/Work Visa Sponsorship

Policy 429 – Personnel: Shared Contract

Policy 430 – Personnel: Student Teacher and Intern Supervision

Policy 434 – Personnel: Substitute Teachers

Policy 439 – Personnel: Nonschool Employment and Conflict of Interest

These policies are based on MSBA (Minnesota School Boards Association) model policies, and will better align the policies of Edina Public Schools with Minnesota statutes. The proposed policies were reviewed by the administration and the Board Policy Committee. These policies are being presented to you for discussion.

Personnel

Immigration/Work Visa Sponsorship

I. Purpose

To provide guidelines to Edina Public Schools regarding the requirements for sponsorship of visas, both nonimmigrant and immigrant, for foreign nationals seeking to be, or already employed by, the school district. The school district will comply with all applicable immigration laws and regulations.

II. General Statement of Policy

A. General

No person may be employed by the school district without the requisite citizenship or immigration status authorizing the employment. If an individual is not a U.S. citizen, the individual must have an immigration status which authorizes employment with the school district. Throughout all periods of district employment, the individual is responsible to maintain a lawful status that authorizes the employment.

In order to obtain or maintain such status, the school district may be requested or may desire to sponsor an individual (i.e., act as the petitioner) for a work visa or employment-based immigration status. District administration will review requests for temporary or permanent work visa sponsorship on a case-by-case basis and ensure immigration status is possible. The school district is not obligated by any law to act as petitioner on any nonimmigrant or immigrant visa petitions for any individual who is not currently under contract. The decision to act as petitioner on a nonimmigrant or immigrant visa petition is at the sole discretion of the school district. The school district may sponsor some visa petitions and not others, or may choose not to sponsor any visa petitions at all, at its own sole discretion.

B. Sponsorship

Under certain conditions, the school district sponsorship of temporary ("nonimmigrant") or permanent ("immigrant") status seeking U.S. government approval of a foreign national for temporary or permanent employment may be appropriate. Any school, department, or program of Edina Public Schools that is interested in sponsoring a foreign national for a nonimmigrant or permanent resident status or visa must contact the director of human resources and seek advance review and approval of such sponsorship by school administration *before* any such sponsorship is begun or offered to any district employee or candidate.

No employee, department, school, or program shall authorize sponsorship by Edina Public Schools of any work visa or immigration application or petition, nor

execute any documents relating thereto, without the approval in advance by the superintendent, after consulting with immigration counsel selected by the school district.

All nonimmigrant and immigrant visa petitions and supporting documents in which the school district or its entities are listed as a sponsor or petitioner must be signed by the superintendent. In emergency circumstances, an alternative petition signer may be authorized by the superintendent. In addition, immigration counsel shall be selected exclusively by the school district, not by the prospective or current employee or any district department, school or program. Failure to obtain authorization for sponsorship as set forth herein may result in the revocation of sponsorship by Edina Public Schools.

An agreement by the school district to sponsor a foreign national for a nonimmigrant or permanent residency visa does not create, nor should it be construed as creating, a binding contract of employment between the foreign national and the school district. Also, actual immigration sponsorship by the school district does not guarantee employment or continued employment of the foreign national.

Furthermore, the approval by the United States Citizenship and Immigration Services (USCIS) of a certain length of stay for a foreign national in a nonimmigrant status does not create a binding contract of employment between the school district and the foreign national for that length of stay. Foreign employees with nonimmigrant status and permanent residency status shall have the same benefits and responsibilities as any other district employee in a similar position.

The school district will not handle inquiries about nonimmigrant or permanent resident sponsorship directly from current or prospective employees, but will only accept inquiries from school principals or department/program administrators. A district school, department or program shall not retain, or otherwise directly consult with, outside immigration counsel except as approved by the superintendent.

III. Procedure for Sponsorship

- A. The human resources department, in collaboration with legal counsel, shall develop procedures for district sponsorship. The procedures shall include:
 - Authority to sign immigration forms/petitions on behalf of Edina Public Schools
 - Types of work visas/immigration sponsorship
 - Q-1 visas (cultural exchange visits)
 - Immigrant (permanent residence) visas
- B. Change in Conditions of Employment or Position

Any proposed change in the employment of an employee in H-1B, Q-1 or other nonimmigrant status (including change in schools, departments, job title, job

description, promotion, or termination) shall be reported immediately to the director of human resources *before* such change takes place.

Immigration law requires that an H-1B employer must file an amended H-1B visa petition with USCIS if there is a substantial change in duties, salary, or benefits as a result of a change in position. The superintendent, in conjunction with legal counsel, will determine whether an amended H-1B visa petition is necessary.

C. Maintenance of Records

The director of human resources shall maintain any separate files required by law in connection with any nonimmigrant or permanent residency visa. These files shall contain matters pertaining to the foreign national's immigration status only and shall contain no other personnel data or information. The records shall be kept for the period required by law. Other visa records shall be maintained as directed by legal counsel.

D. Requests to Review Immigration Files and Requests for Copies of Immigration Files and/or Documents

1. Employee Request

Upon request of a foreign national to review his/her immigration file, the director of human resources should initially inspect the file to verify the contents contained therein and complete necessary follow-up. (Photocopying costs and other expenses incurred in producing copies of the records for the employee shall be paid exclusively by the employee.)

2. Other Requests

Any other request received to review a school district employee's immigration file(s) should be referred immediately to the director of human resources, who will confer with immigration counsel as needed. This includes any requests by governmental entities including, but not limited, to the United States Department of State, Department of Labor, Department of Homeland Security, or USCIS.

IV. Consular Processing of Visas and Assistance for Family Members

When USCIS approves a nonimmigrant (temporary) visa petition and request for change of status, such approval confers upon the foreign national the status of the particular nonimmigration classification sought. Such approval is not a "visa." A visa is generally required if the foreign national will travel outside of the U.S. and request reentry to the U.S. under the nonimmigrant visa category approved in the petition. If the beneficiary of the visa petition is physically present in the U.S. in lawful nonimmigrant status and a request for change of status is approved by USCIS along with the underlying visa petition, and if the beneficiary does not travel outside of the U.S. during the period of validity of the petition, then no visa (consular processing) is necessary.

The foreign national must obtain the visa at the U.S. Consulate or Embassy in his or her home country, or, where permitted, in a third country such as Canada. The requirements for application for a visa at the U.S. Consulate or Embassy should be researched well in advance by the foreign national, as all consulates/embassies have particular requirements for application for a visa.

A. Legal Counsel

All nonimmigrant and permanent residency petitions where Edina Public Schools is named as petitioner shall be handled by legal counsel specializing in immigration selected exclusively by the school district. No petitions or other documents related to an employment-based sponsorship application prepared by the employee himself/herself that have not been reviewed by the school district and legal counsel will be considered or approved. Any violation of this policy may subject the employee to disciplinary action, including, but not limited to, withdrawal of sponsorship of a petition by the school district.

B. Payment of Fees and Expenses

The expenses involved in the preparation and submission of any immigration petition, including filing fees, fees for immigration legal services and expenses, may be negotiable features of an offer of employment, at the discretion of the district. There shall not be an automatic right to cost-free procurement of status.

C. Consular Processing Assistance

The foreign national is solely responsible for applying for and obtaining the visa at a U.S. consulate and the school district has no role or responsibility for the same. If the foreign national wishes, he/she may seek legal advice or representation from the district's immigration counsel but such legal assistance must be arranged directly between the foreign national and the immigration lawyer. Any such legal services for consular processing shall be 100% at the expense of the foreign national and at *no* expense to the school district.

D. Family Members

The foreign national's family members are solely responsible for applying for and obtaining appropriate immigration status and visas. The school district has no role or responsibility for the same. If the foreign national's family members wish, they may seek legal advice or representation from the district's immigration counsel but such legal assistance must be arranged directly between the foreign national/family members and the immigration lawyer. Any such legal services for consular processing shall be 100% at the expense of the foreign national/family members and at *no* expense to the school district.

Appendix I

PROCEDURE FOR SPONSORSHIP

A. Authority to Sign Immigration Forms/Petitions on Behalf of Edina Public Schools

The superintendent or designee has authority to sign any and all immigration-related forms on behalf of the Edina Public Schools, including, but not limited to, the following government forms:

1. I-9
2. G-28 Notice of Entry of Appearance as Attorney or Representative (a blue form)
3. I-129 Petition for a Nonimmigrant Worker
4. I-140 Immigrant Petition for Alien Worker
5. ETA 9089 PERM Application for Permanent Employment Certification
6. ETA 9035 Labor Condition Application
7. Other immigration-related documents, petitions or forms that promise school district employment or require signature by Edina Public Schools

B. Types of Work Visas/Immigration Sponsorship

1. Nonimmigrant (Temporary) Visas/Status

There are different types of nonimmigrant visas/status which can authorize employment by the school district. Which visa or status is appropriate for a foreign national depends on that person's circumstances and shall be determined by the immigration attorney selected by the school district. These immigration statuses generally authorize employment only for the specific position and specific location for which the district sponsors the foreign national and only for a temporary period of time.

The primary nonimmigrant, employment-related statuses requiring school district sponsorship of foreign nationals are:

2. H-1B Work Sponsorship (Specialty Worker)

The H-1B status, the most common category used to employ foreign nationals at the school district, can authorize employment of foreign nationals in "specialty occupations," i.e., positions requiring the equivalent of a U.S. baccalaureate degree in the relevant field.

To qualify for H-1B sponsorship consideration at the school district, the position offered to the foreign national must require at least a bachelor's degree or higher in a specific field, and the candidate must have such degree in the specific field, and any other qualifications required for the position, including any applicable licenses.

Due to federal regulations, the position being offered in connection with an H-1B sponsorship must be posted in accordance with the school district's policies and

procedures and/or sent to the union representative; no waivers of required posting and/or union notification will be accepted.

Under federal law, the foreign candidate must be offered at least the prevailing wage for the position among similar institutions in the area.

The H-1B sponsorship is employer-specific and position-specific. An H-1B sponsorship obtained through another institution cannot be used to be employed at Edina Public Schools. An H-1B obtained through another institution may allow, however, a foreign candidate to begin working temporarily at Edina Public Schools as soon as notice of receipt of the filing of the H-1B petition is received from USCIS (called "H-1B portability"), rather than waiting for final notice of approval.

The H-1B petition may authorize initial employment of up to three years, with the possibility of an extension for an additional period of three years, for a total of six (6) years. If an H-1B employee has reached the end of his or her six (6) year period, he or she must usually remain outside of the U.S. for one (1) year before becoming eligible for another H-1B sponsorship. An extension of the H-1B sponsorship in one (1) year increments may be possible after the initial six (6) year period if an employment-based permanent residence sponsorship application has been pending for one (1) year or more before the end of the sixth year.

The school district, in consultation with immigration counsel, shall inform USCIS and/or the U.S. Department of Labor if an H-1B employee resigns or is terminated from employment.

Dependents of H-1B employees may be eligible for H-4 sponsorship, which do not allow them to work.

By federal law, the school district is liable for the reasonable costs of the return transportation of the foreign national abroad (the last place of residence) if the foreign national is dismissed from employment prior to the expiration of his or her authorized H-1B stay.

Employment under an H-1B status (or any other non-immigrant sponsorship through EPS) is not a guarantee of obtaining permanent residency status, nor is the school district obligated in any way to assist in obtaining permanent residency status.

3. Q-1 Visa (Cultural Exchange Visitor)

The Q-1 sponsorship may authorize participation in an international cultural exchange program for the purpose of providing practical training, employment, and the sharing of history, culture, and traditions of the participant's home country.

Conditions of the Q-1 visa/status:

- Authorized period of Q-1 status may not exceed 15 months. If the beneficiary has spent 15 months in the U.S. in Q-1 status, he or she cannot be readmitted to the U.S. in Q-1 status until a one-year period of physical presence outside of the U.S. has lapsed.
- The beneficiary must have a foreign residence.
- The beneficiary must be employed under the same wages and working conditions as U.S. workers.

General requirements for Q-1 program approval:

- Interaction with the American public. The program must take place in a school or other establishment where a segment of the American public is exposed to aspects of a foreign culture as part of a structured program. Private homes or isolated business settings do not qualify.
- Cultural component. The cultural component must be designed on the whole to exhibit or explain the attitudes, customs, history, heritage, philosophy or traditions of the person's home country.
- Optional Practical Training (OPT). The program provides educational training and experiences involving the American public.

4. Immigrant (Permanent Residence) Visas

Generally, the school district may consider sponsoring a foreign national for permanent residence (i.e., a green card) when it intends to hire or continue the employment of a foreign national in a full-time position of indefinite duration. Obtaining permanent residence on behalf of an employee requires a substantial commitment of the school district's resources.

Accordingly, the school district will sponsor a foreign national for permanent residency only when there is a reasonable expectation that the individual will be employed by the school district for a substantial additional period of time.

The sponsorship by the school district of permanent residence for a foreign national is not an employee's right. There is no guarantee of sponsorship or that a permanent residency sponsorship attempt will be successful. School district sponsorship of a permanent residency application shall in no way obligate the school district to take favorable action on future retention, promotion, or tenure applications.

In general, Edina Public Schools will not sponsor an employee for permanent residency unless that employee has been working at the school district on an appropriate nonimmigrant working status (e.g., H-1B, or Q-1 visa) for at least one year.

C. Payment of Fees and Expenses

1. H-1B

H-1B sponsorship is an exception to the general government policy on payment of fees and expenses. Accordingly, if the school district chooses to sponsor a foreign national for H-1B status, the district will pay 100% of the filing fees and legal services fees for preparation and filing of Form I-129 and ETA 9035. Because there is no current government policy on payment of Premium Processing fees, this “employer pays” policy does not apply to Premium Processing fees (see below).

2. PERM – Labor Certification (Permanent Residence)

All costs and expenses related to district-sponsored permanent residence petitions shall be paid by the beneficiary, unless a determination is made otherwise by the superintendent.

3. Q-1

All costs and expenses related to district-sponsored Q-1 petitions shall be paid by the beneficiary, unless a determination is made otherwise by the superintendent.

4. Premium Processing

The USCIS has instituted a procedure whereby, for the payment of an additional one thousand dollars (\$1000.00), the USCIS will agree to render an initial decision on an H-1B or Q-1 visa petition within 15 days of receipt of the petition. (Due to the extensive processing backlogs at the USCIS for nonimmigrant visa petitions, premium processing be elected at the sole discretion of the superintendent.) Under current law, the \$1000 may be paid by the employer, the employee or a third party. The school district will decide when, if ever, it will contribute to the cost of premium processing.

Personnel

Shared Contract

I. Purpose

Job sharing is perceived by the school board as a means of providing the school district more flexibility in managing changed curriculum and organizational and personal needs. The purpose of this policy is to provide guidelines and procedures for implementing and managing shared contracts.

II. General Statement of Policy

- A. Sharing contracts is the practice of assigning two licensed and qualified staff members to fill one existing full-time position.
- B. Applications for a shared contract may or may not be recommended to the school board for approval or renewal on a yearly basis at the discretion of the superintendent.
- C. The superintendent shall establish an application process and other procedures for shared contracts.

III. Procedures

- A. Two licensed, qualified staff members who wish to share one full-time position for the coming school year must submit a written application by February 1 to the appropriate principal or supervisor who shall in turn consider the application and forward it with recommendation for approval or disapproval to the director of human resources. The director of human resources will review the application and provide input to the superintendent for a final decision. In order to be eligible for a shared contract, a staff member must have completed his/her probationary period prior to application.
- B. The written application must include the following information:
 - 1. The purpose of the shared position
 - 2. The division of duty time, including arrangements for joint planning
 - 3. The division of responsibilities and the ones which will be assumed by both staff members
 - 4. The assurance that no additional supervision, materials, organization, and outside resources will be required other than those that would be regularly necessary for the one full-time position

5. Planned communications with partner teacher, colleagues and principal
6. In cooperation with the principal, a plan for completion of annual feedback surveys on the job share position with colleagues and parents of students in the class
7. An alternative plan will be in place which enables one partner to take over the classroom full-time should the other partner require a leave or terminate the job share prior to its completion

C. Staff members sharing a contract shall attend:

1. Parent-teacher conferences and special education staffing meetings
2. Workshops, staff development, staff meetings attended as a full-time staff member
3. Prearranged team/department/grade level meetings

Further, the staff members shall pre-establish the division of responsibilities for the position, including:

1. supervisory tasks
2. evaluations
3. daily duties, including communications with shared staff
4. grading
5. student records and data entry
6. end-of-year summaries
7. team/department/grade level and classroom goals
8. school committees and task forces

D. Approved applicants will review all plans and responsibilities for the coming year with the appropriate principal or supervisor by June 1 of the preceding year. A signed shared-contract plan will detail these arrangements.

E. Shared contracts are reviewed annually for renewal at the request of the staff members sharing the position. The renewal requests must be submitted to the director of human resources by February 1 for the following school year, and must have a continuation recommendation from the principal or supervisor.

F. A staff member that begins a new job share arrangement after June 30, 2009, shall be limited to a maximum number of three years in a shared contract, as determined by the director of human resources. The district may deny a job share arrangement established prior to June 30, 2009, if the job sharing prevents a new job share request from being fulfilled, as outlined in Section III.G.

- G. The following limitations apply to shared contract requests:
1. Only one shared contract allowed per grade level or department at a school site.
 2. Shared contracts will not be allowed in all-day kindergarten, grade one, continuous progress grades or highly specialized positions requiring teacher consistency for the good of the student(s).
 3. Shared contract schedules will be arranged by the principals with weekly instructional days required of each staff member.
 4. A maximum of three shared contracts per school, however, schools with less than three sections per grade may have additional limitations.
- H. Shared contracting shall be voluntary. Staff members accepting a shared contract assignment may not discontinue the assignment during its contract life unless the school board approves such discontinuance. If a shared contract position cannot be fulfilled by a teacher, the partner teacher will be required to meet with the director of human resources and building principal to determine next steps in the assignment of the remainder of the contract.

Individuals requesting a job share partnership will have an alternative plan in place at the time of application which enables them to take over the classroom full-time should one partner require a leave or terminate the job share prior to its completion. If, in the event of an unexpected discontinuance of the partnership the alternative plan cannot be enacted, the remaining job share partner could receive a discretionary leave for the remainder of the year should it be needed in order to appropriately fill the position opening. In accepting a shared contract, the staff member shall retain all seniority rights (seniority date remains unchanged) and shall not relinquish his/her right to reinstatement to a full-time position.

- I. At the time an application is approved, participating staff members who are sharing a position shall agree in writing to the following conditions:
1. The staff members shall agree to the dates of duty, shall refrain from applying for unemployment compensation during that year, shall repay any salary advanced that is subsequently unearned, and shall agree to any other necessary conditions which are consistent with the provisions of the section.
 2. The school board's contribution for work agreement benefits (for the two people sharing the contract) shall not exceed that of one full-time position.

3. The staff member shall retain all accrued sick leave. Additional sick leave shall be accrued on a prorated basis according to the number of full days of duty.
4. The district contribution to the tax sheltered annuity program shall continue on a matching basis according to the provisions of the school district's master agreement; the district shall match the appropriate percent for each shared contract.
5. The staff member shall be eligible for the provisions of the school district's master agreement, Incentive for Early Retirement, as if the staff member were not in a shared position.
6. The staff member, who has twenty (20) years or more of allowable service in Minnesota schools, shall pay into the Teachers Retirement Association of the State of Minnesota upon the same basis and in the same amounts as would be payable or accrued were the staff member not sharing a position. Staff members seeking this option must contact the state retirement office and qualify for this option.
7. The salaries and pay period options for staff members sharing a position shall be according to the school district's master agreements. These and other costs shall not exceed the cost of one full-time position.
8. Placement on the salary schedule for the staff member sharing a position shall be according to the school district's master agreement with the exception that for each school year or part thereof that a staff member shares a position, a full step will be granted for salary schedule placement.

Legal Reference: M.S. 354.66 Qualified Part-Time Teachers; Membership in Association

Policy
adopted:

INDEPENDENT SCHOOL DISTRICT 273
Edina, Minnesota

Personnel

Student Teacher and Intern Supervision

I. Purpose

To define and support the student teacher and intern programs in Edina Public Schools.

II. General Statement of Policy

Edina Public Schools is committed to advancing the future of educators by participating in student teaching and internship programs with cooperating colleges, universities and technical schools. The school district's licensed staff is encouraged to serve in a supervisory role for future educators on a regular basis during the school year. School district staff will remain accountable for the learning that occurs in the classroom when a student teacher or intern is present.

A student teacher is defined as a teacher trainee, an observer or an intern. The superintendent, principal, and teachers involved shall determine the number of trainees that shall be placed in the schools at any one time.

III. Cooperative Agreements

Colleges, universities and technical schools are required to annually renew their cooperative agreements for student teaching and internship supervision with Edina Public Schools prior to the start of a school year. In order for the school district to participate in a cooperative agreement, the college, university or technical school's teacher preparation program must meet or exceed the standards established by the State of Minnesota. Exceptions to this requirement can be considered based on the recommendation of the Minnesota Department of Education.

Requests from institutions after the start of a school year must be preapproved by a building administrator and the school board prior to accepting a student teacher or intern. The school district will follow all terms of the cooperative's agreement.

IV. Roles and Responsibilities

A. Teacher Supervision

Teachers in Edina Public Schools may supervise student teachers or interns only once every second year. Additional supervision assignments may be permitted with building administrator approval. Teachers are responsible at all times for supervision of the classroom, and have responsibility to advise and

guide student teachers and interns in their work. The teachers are also responsible for learning that occurs in the classroom.

B. Teacher Stipend

Teachers may accept a stipend from a college/university/technical school for the extra effort in supervising student teachers, and must notify the building administrator of the stipend payment. This stipend cannot exceed \$200, and teachers must be able to document the additional time beyond the regular workday for receiving this stipend. The hourly rate will be in accordance with the work agreement between Edina Public Schools and Education Minnesota/Edina.

C. Placement

Student teacher and intern placement will be done between the college/university/technical school and the building administrator/designee. Placement requests are not to be completed by the supervising teacher.

D. Length of Placement

Student teachers or interns must be placed with a supervising teacher for a minimum of five weeks with at least two (2) of these weeks recommended to be complete teaching experience days for the student teacher or intern.

E. Student Teacher/Intern Preparation

All student teaching and intern candidates must submit their background information at least two weeks prior to their teaching experience in the school setting. Also, a pre-experience visit with the supervising teacher is strongly encouraged. Criminal background checks must be completed on all student teachers at the expense of the student teacher or college/university/technical school. The background check must be completed a maximum of six months prior to the student teaching or internship assignment.

F. College/University/Technical School Supervision

The sponsoring college/university/technical school must have a supervisor who will remain in regular contact with the student teacher or intern throughout the student teaching or intern experience.

V. Placement Procedure

Except in a team teaching situation, the following conditions control the placement of student teachers during the course of the year:

- No class should be exposed to more than one student teacher during the course of a semester.
- No teacher should be asked to accommodate more than one student teacher during the year. This might be affected by the length of time each student teacher spends with the supervising teacher.
- An effort will be made to distribute the number of student teachers through the school year.
- Probationary teachers shall not be assigned student teachers unless they have had at least two years of successful teaching experience, one of which was spent with Edina Public Schools.

VI. Other Teacher Preparation Experiences in the Schools

A. Approval of Other Experiences

The building administrator may approve other cooperative agreements with college/university/technical school teacher education programs for other teacher preparation experiences in the classroom. These experiences may include, but are not limited to:

- Classroom observation
- Instructional support
- Field experiences
- Supervision support

B. Teacher Supervision

The teacher in Edina Public Schools who is participating in the other classroom experiences is responsible at all times for the supervision of the classroom, and has the responsibility to advise and guide the college/university/technical school teacher. The school district teacher is responsible for all learning that occurs in the classroom.

Legal Reference: Minn. Stat. § 122A.69 (Practice or Student Teachers)

Policy
adopted:

INDEPENDENT SCHOOL DISTRICT 273
Edina, Minnesota

Personnel

Substitute Teachers

I. Purpose

The purpose of this policy is to ensure that appropriate instruction occurs with students when an assigned teacher is absent from completing his/her duties.

II. General Statement of Policy

Edina Public Schools uses the services of substitute teachers in its schools. While performing their duties as a substitute teacher, substitute teachers are considered employees of the district, and assist in ensuring that the instructional program continues for all students.

III. Definitions

- A. Itinerant Substitute Teacher: An itinerant substitute teacher is a substitute teacher employed by the school district for less than 30 consecutive days for any individual teacher.
- B. Long-Term Substitute Teacher: A long-term substitute teacher is a substitute teacher employed by the school district for 30 or more consecutive days for any individual teacher.

IV. Procedures

- Substitute teachers must register with the human resources department, and complete all appropriate application materials, including a criminal background check, prior to being eligible as a substitute teacher with Edina Public Schools.
- The school district will contact substitute teachers when services are required. This contact will give the specifics of the assignment.
- The assigned teacher who is requesting the substitute teacher will have the necessary lessons prepared in the event of his/her absence. Also, the building administrator will coordinate the use of substitute teachers and the meeting of the necessary substitute responsibilities in the building.
- Substitute teachers will be paid on a regular basis as per business office procedures.

- Substitute teachers employed for short periods of time in the absence of the regular teachers because of illness or professional duties shall be fully qualified to instruct in Edina Public Schools.
- Edina Public Schools will provide orientation for substitute teachers. Substitute teachers may be evaluated by supervising personnel.
- Rates of compensation for substitute teachers will be set by the school board. Substitute teachers are not eligible to participate in the insurance plans or other benefits offered by the school district.
- Retired teachers may be employed as substitutes without jeopardizing their retirement salary, to the extent permitted by law.

V. Payment

- A. Itinerant substitutes will be paid at a daily rate set by the school board. Itinerant substitutes are not eligible for insurance plans, fringe benefits or other provisions in the Master Agreement between Edina Public Schools and Education Minnesota/Edina.
- B. Long-term substitutes shall be placed on the first step of the BA training level, and compensated on a pro-rata basis of the first step of the BA training level divided by 184 days times the number of days worked as a long-term substitute. Eligibility for long-term substitute status will begin after a substitute teacher has subbed for 30 consecutive student-contact days in the same position. Prior to meeting the 30-day requirement, a long-term substitute teacher will be paid the established daily substitute rate. When the 30-day requirement has been met, the difference in payment will be made to the long-term substitute teacher retroactive to the first day of the long-term assignment and the long-term substitute teacher will continue at the BA rate through the duration of the assignment.

Long-term substitutes are not eligible for insurance plans, benefits or leave of absence provisions with the exception of leave specified for substitute teachers in the teachers' master agreement.

Legal Reference: Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)

Policy
adopted:

INDEPENDENT SCHOOL DISTRICT 273
Edina, Minnesota

Personnel

Outside Employment and Conflict of Interest

I. Purpose

The purpose of this policy is to provide district employees with guidance concerning their engaging in employment outside Edina Public Schools and activities that create or give the appearance of creating a conflict of interest with their employment with the district.

II. General Statement of Policy

Edina Public Schools expects its employees to appropriately complete their professional responsibilities and duties with the district. The district expects that its employees will not engage in any activity or employment that conflicts with or creates the appearance of conflict with the district.

III. Outside Employment and Conflict of Interest Standards and Procedures

- A. Employees' outside employment must not interfere with the proper performance of professional responsibilities, negatively impact their attendance, or reflect adversely on the district.
- B. Employees must not engage in employment that would result in the release, either intentionally or unintentionally, of confidential information.
- C. Conflict of Interest Definitions
 - 1. "Family member" means any blood relative through the second degree and any person living in the same household.
 - 2. "Own or "substantial personal interest" means holding an equity interest equal to more than five percent of an individual's net worth or more than five percent of the ownership of the business or outside organization.
- D. Employees and their family members must not engage in or have financial interest in any activity that creates a conflict of interest with their job duties and responsibilities. This includes:
 - 1. Participating for financial compensation in outside activities where their employment with the district is used to sell goods or services to students or their parents;

2. Engaging in any type of work where the source of information concerning the customer, client or employer originates from information obtained through the district;
 3. Using personal employment with the district, district materials or district facilities to promote outside activities which result, or may result, in personal financial gain or advantage;
 4. Using duty hours, district equipment or district facilities to promote any out-of-school activity resulting in personal financial gain without the authorization of the school district;
 5. Owning a business or nondistrict organization that does business with the school district;
 6. Rendering services as a director, officer, employee of, contractor or consultant to a nondistrict organization that does business with the school district or is in the business of providing for-profit educational services, without the written authorization of the district; and
 7. Representing the school district in a transaction that the employee or the employee's family member has a substantial personal interest.
- E. For the protection of both the school district and its employees, employees must make timely disclosure of any potential conflict of interest. Employees must exercise good judgment when engaging in employment outside the school district. All disclosures made in compliance with this policy will be treated as personnel data.
- F. The responsibility for disclosure of conflicts of interests rests with employees.
- G. Employees who work outside the district and whose employment is deemed to be in violation of this policy are subject to discipline. Employees are encouraged to consult with their supervisor prior to being involved in outside employment.

Cross Reference: Policy 6156 (Out-of-School Tutoring for Pay)

Policy
adopted:

INDEPENDENT SCHOOL DISTRICT 273
Edina, Minnesota

FOR INFORMATION

INDEPENDENT SCHOOL DISTRICT 273
 Regular Meeting, February 23, 2009
 Volume 80, Report 317

SUBJECT: ENROLLMENT AS OF JANUARY 30, 2009

Elementary Schools	P	K	1	2	3	4	5	TOTAL
Concord		109	112	130	127	122	118	718
Cornelia		76	89	84	111	93	93	546
Countryside		83	82	96	98	93	94	546
Highlands		82	90	91	92	93	89	537
Creek Valley		92	95	99	97	102	99	584
Normandale		110	105	105	103	106	101	630
Preschool	145							145
Totals	145	552	573	605	628	609	594	3706
Secondary Schools	6	7	8	9	10	11	12	Total
South View Middle	338	305	276	290				1209
Valley View Middle	314	301	343	325				1283
High School					621	598	593	1812
Totals	652	606	619	615	621	598	593	4304

Enrollment Comparisons

	Jan 25, 2008	Dec 19, 2008	Jan 30, 2009
PK - 5	3690	3700	3706
GRADE 6 -9	2386	2488	2492
GRADE 10 - 12	1743	1809	1812
Totals PK - 12	7819	7997	8010

January Mobility

	P	K	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
Withdraw	1	2	2	2	2	2	1		3	1	2	1	2	3	24
Enroll	8	4	2	2	4	2	2	2		5		3	1	2	37
Net Total	7	2	0	0	2	0	1	2	-3	4	-2	2	-1	-1	13

FOR INFORMATION

INDEPENDENT SCHOOL DISTRICT 273
Regular Meeting, February 23, 2009
Volume 80, Report 318

SUBJECT: REVISED PROCEDURE 3323 – BUSINESS, SOLICITING PRICES
(BIDS AND QUOTATIONS)

Be It Resolved, That

The Board of Education

Approve revised Procedure 3323 – Business, Soliciting Prices (Bids and Quotations).

BACKGROUND INFORMATION

This procedure has been revised to reflect the change in Minnesota Statute 471.345. The revised procedure was approved by the Board Finance Committee and has been reviewed by the Board Policy Committee. It is being presented to you for information.

Business

Soliciting Prices (Bids and Quotations)

1. Purchase Requisitions: It shall be the responsibility of the person submitting a purchase requisition to include an estimate of costs of the goods and/or services they are ordering, including any delivery or service charges.
2. Requisitions for Goods and/or Services Costing from ~~\$10,000~~ 15,000 to ~~\$50,000~~ 100,000: If goods and/or services are estimated to cost between ~~\$10,000~~ 15,000 to ~~\$50,000~~ 100,000, it shall be the responsibility of the requisitioner to:
 - a. Accurately describe the goods and/or services to vendors so that price quotations are made on a comparable basis.
 - b. Obtain two or more price quotations, dated and signed by the vendors.
 - c. Submit all price quotations with the requisition to the director of business services.
3. Requisitions for Goods and/or Services Costing over ~~\$50,000~~ 100,000: If goods and/or services are estimated to cost over ~~\$50,000~~ 100,000, it shall be the obligation of the requisitioner to furnish the director of business services with specifications for the goods and/or services to be furnished. Such specifications shall be broad enough so that bidding competition is possible. Specifications shall include model number, catalog numbers, colors, sizes, materials, etc.

The director of business services shall:

1. Prepare specifications for prospective bidders.
2. Advertise for bids setting forth the goods and/or services to be included, the date and place of the bid opening.
3. Deliver sets of the specifications and form of proposal to all vendors requesting them and, in addition, others who might normally be interested in bidding.
4. Receive and open bids on the date specified.
5. Tabulate all bids. Tabulation shall be mailed to all bidders and presented to the Board of Education.

Procedure 3323 (b)

Business**Soliciting Prices (Bids and Quotations)** (continued)

6. Make a recommendation to the Board of Education on which bid appears to be in the best interest of the school district.
7. Following approving action by the Board of Education, prepare a contract with the successful bidder.
8. Monitor the fulfillment of the contract to ensure compliance with the specifications.

Procedure
established: 1/10/77
revised: 5/13/96
revised: 6/14/04

INDEPENDENT SCHOOL DISTRICT 273
Edina, Minnesota

FOR INFORMATION

INDEPENDENT SCHOOL DISTRICT 273
 Regular Meeting, February 23, 2009
 Volume 80, Report 319

SUBJECT: SERVICE ADVENTURE LEADERSHIP TEAM (SALT) GUYS' WINTER CAMPING EXPEDITION

In conformity with Policy 538, the Edina High School administration has given permission for 12 students of Edina High School to participate in the SALT Guys' Winter Camping Expedition in Carver Park near Victoria, Minnesota, on February 13-15, 2009. Students will miss no school.

BACKGROUND INFORMATION

On February 13-15, 2009, a weekend winter camping expedition for members of the Guys' SALTeam at Edina High School (EHS) and Volunteers of America (VOA) SALT High School will be held at Carver Park near Victoria, Minnesota. Doug Eischens (EHS school social worker) and Steve Clarke (EHS teacher) will be the instructors on the retreat. VOA will provide their own staff for supervision of their students.

Students will participate in the following events:

Thursday, February 12	3:15-5:15 pm	Mandatory pack-out meeting
Friday, February 13 (no school)	Noon 1:00 pm 1:00 pm on	Depart from EHS Arrive at Carver Park group camp Set up camp, challenge games, Fire Council
Saturday, February 14	9:00 am - Noon Noon – 6:00 pm 6:00 pm on	Leave No Trace activities and lunch Snowshoeing, ice fishing, GPS caching Dinner, team-building, reflection, Fire Council
Sunday, February 15	9:00 - Noon Noon 1:00 pm	Closure activity, break camp Depart from Carver Park Arrive back at EHS for pick-up

In order to attend, students have completed and signed an Acknowledgement of Personal Risk and Responsibility/Emergency form. Transportation will be provided by EHS staff with district vans to and from this expedition. The cost is \$40 per student. Scholarships are available.

FOR INFORMATION

INDEPENDENT SCHOOL DISTRICT 273
 Regular Meeting, February 23, 2009
 Volume 80, Report 320

SUBJECT: EDINA DEBATE TEAM TO SAN FRANCISCO

In conformity with Policy 538, the following Edina Debate Team trip to San Francisco, California, to participate in the 2009 Berkeley Debate Tournament from February 13-17, 2009, has been approved by the Edina High School administration. Students will miss one day of school.

BACKGROUND INFORMATION

Travel plans are as follows:

Friday, February 13	Fly to San Francisco
Saturday – Monday, February 14 -16	Tournament competition
Tuesday, February 17	Fly to Minneapolis

Supervision: The staff member in charge is Jake Gelfand.

Students attending: Three students will be attending this tournament.

Cost: The cost of this trip is estimated to be \$300 for entry fees. The Edina Friends of Forensics (parent booster organization of the speech and debate teams) will pay for transportation and lodging costs. Students will be responsible for the cost of meals.

Accommodations: Students and staff will stay at the Doubletree Hotel, 200 Marina Blvd, Berkeley, California.

FOR INFORMATION

INDEPENDENT SCHOOL DISTRICT 273
 Regular Meeting, February 23, 2009
 Volume 80, Report 321

SUBJECT: SERVICE ADVENTURE LEADERSHIP TEAM (SALT) GIRLS'
WINTER RETREAT

In conformity with Policy 538, the Edina High School administration has given permission for 10 students of Edina High School to participate in the SALT Girls' Winter Retreat at William O'Brien State Park on February 27-28, 2009. Students will miss one class period of school.

BACKGROUND INFORMATION

On February 27-28, 2009, an overnight retreat for members of the Girls' SALTeams at Edina High School (EHS) and Volunteers of America (VOA) SALT High School will be held at William O'Brien State Park near Stillwater, Minnesota. Jennifer Cordes and Elizabeth Neary (EHS teachers) will be the instructors on the retreat. VOA will provide their own staff for supervision of its students. Participants will be staying in cabins in the park.

The events that students will be involved in include the following:

Thursday, February 12	3:15-5:15 pm	Mandatory planning meeting
Thursday, February 26	3:15-5:15 pm	Mandatory pack-out
Friday, February 27	2:30 pm	Depart from EHS
	4:00 pm	Arrive at William O'Brien State Park Team-building, dinner, Fire Council
Saturday, February 28	9:00 am–Noon	Snowshoeing, tracking, GPS caching
	Noon–2 pm	Lunch, closure activity
	2:30 pm	Depart William O'Brien State Park
	4:00 pm	Arrive at EHS

In order to attend, students must have completed and signed an Acknowledgement of Personal Risk and Responsibility/Emergency Form. Transportation will be provided by EHS staff with district vans to and from this retreat. The cost is \$30 per student. Scholarships are available.

FOR INFORMATION

INDEPENDENT SCHOOL DISTRICT 273
 Regular Meeting, February 23, 2009
 Volume 80, Report 322

SUBJECT: DECA STATE CONFERENCE

In conformity with Policy 538, the Edina High School administration has given permission for 70 Edina High School students to attend the DECA (Distributive Education Clubs of America) State Conference at the Hyatt Regency Hotel, Minneapolis, Minnesota, March 8-10, 2009. Students will miss two days of school.

BACKGROUND INFORMATION

DECA (Distributive Education Clubs of America) is a cocurricular, student-centered organization specifically designed to provide activities that will motivate secondary students to learn marketing, management, and entrepreneurial competencies that will prepare them to become skilled, employable workers and students in the field of marketing. The Edina High School DECA Program is in its seventh year under the leadership of Ryan Gallagher, Edina High School business education teacher. Last year, Edina qualified 12 students for national DECA competitions. The total cost per student will be about \$125. Students are responsible for their own transportation to and from the conference. Parents have been provided all of the appropriate permission forms. Each student had the opportunity to raise the money for the competitions through fundraisers (DECAfe). The itinerary is as follows:

Sunday, March 8

11:00 am–12:30 pm	Conference Registration
1:30–5:00 pm	State Only Events
3:00–5:00 pm	Economics in Marketing – Exam Portion
6:00–6:45 pm	Opening Recognition Session
7:00 & 8:15 pm	Series and MDM Tests & Briefings
9:30–10:30 pm	Ad Campaign and Tech Sales Tests and Briefings
8:30–11:15 pm	Dance, Quiz Bowl

Monday, March 9

8:00 am–5:00 pm	All Series Preliminaries and Finals & MDM Preliminaries
7:30–9:30 pm	Preliminary Awards – Series Events
9:30–11:45 pm	Entertainment & Quiz Bowl

Tuesday, March 10

8:00 am–12:00 pm	State and MDM Finals
4:00–6:45 pm	Grand Awards Session

FOR INFORMATION

INDEPENDENT SCHOOL DISTRICT 273
Regular Meeting, February 23, 2009
Volume 80, Report 323

SUBJECT: ROBOTICS TEAM TO MILWAUKEE, WISCONSIN

In conformity with Policy 538, the Edina High School administration has given permission for the high school robotics club, Edina Robotics *FIRST* Team 1816 – The Green Machine, to participate in the *FIRST* Robotics Wisconsin Regional Competition, to be held in Milwaukee, Wisconsin, March 12-14, 2009. Students will miss two days of school.

BACKGROUND INFORMATION

This will be the fourth year that Edina Robotics *FIRST* Team 1816, The Green Machine, will compete in the *FIRST* Wisconsin Regional. At the competition students will:

- Work as a team to operate their robot, which is built during a dedicated six-week period from January 3 to February 17, 2009
- Apply math and science skills needed to troubleshoot any mechanical, electrical, and computer problems during the game
- Apply analytical thinking and problem-solving to develop a winning game strategy
- Observe other teams' approaches to the game strategy and robot design
- Work with award-winning teams from *FIRST* Robotics past competitions
- Interact with other students from across the country who are interested in science, math, and engineering

Students will benefit from first-hand operation of a robot the team built to perform specific tasks in a *FIRST* robotics game working with two other robots. The students will have the opportunity to gain further information on robotics, engineering design, project management, teamwork and gracious professionalism, which is the *FIRST* motto. *FIRST* competitions are all about generating interest in high school students to enter fields of science, technology, design, production, product development, marketing, and engineering as potential career paths after high school.

The team will depart Edina High School via coach bus on Wednesday, March 11, 2009, at 3:30 pm. Students will return on Saturday, March 14, 2009, at midnight. Transportation will be provided by Richfield Bus Company.

The cost of the trip is approximately \$12,500: \$4000 for team registration, \$3500 for coach bus, \$4200 for hotels, plus meal expenses. Students' families are contributing a minimum of \$300 each to defray trip expenses. The team has received various corporate donations, and is seeking additional contributions to pay expenses and fees.

There will be four chaperones for 31 students. The chaperones will be Alyson Purdy (faculty advisor) and Sherrie Hornung (parent) with engineering tasks monitored by Mark Lawrence (team operations director) and Huaan Zhang (parent). Hotel accommodations for students will be on a quad basis and chaperones/mentors on a single basis at the Doubletree Hotel in downtown Milwaukee.

FOR INFORMATION

INDEPENDENT SCHOOL DISTRICT 273
 Regular Meeting, February 23, 2009
 Volume 80, Report 324

SUBJECT: THESPIAN TOUR TO NEW YORK CITY

In conformity with Policy 538, the following Thespian Club overnight trip to New York City has been approved by the Edina High School administration for March 13-15, 2009. Students will miss one day of school.

BACKGROUND INFORMATION

The Thespian Club will experience theatre, meet with former students attending colleges in New York City, and attend a workshop with Broadway professionals. There will be approximately 12 students participating on the trip.

The itinerary is as follows:

Friday, March 13 2009	5:30 am	Meet at Minneapolis/St. Paul Airport
	7:00 am	Flight departs
	10:40 am	Flight arrives in New York
	12:00 pm	Ground transportation to Hampton Inn/Manhattan Times Square North
	4:00 pm	Attend taping of <i>The Daily Show</i>
	6:00 pm	Dinner
	8:00 pm	Broadway show <i>In the Heights</i> with a talkback with cast and crew
	Midnight	In rooms/Lights out
Saturday, March 14, 2009	7:00 am	Attend <i>Today</i> show/Visit Rockefeller Plaza
	10:15 am	Workshop with David Koch, Edina grad and current actor in <i>Billy Elliot</i>
	12:30 pm	Lunch
	2:00 pm	Attend <i>August Osage County</i> with a talkback
	6:00 pm	Dinner
	8:00 pm	Attend <i>Billy Elliot</i> with a talkback
Sunday March 15, 2009	Midnight	In rooms/Lights out
	9:00 am	Meetings with former Edina students in college at NYU, Julliard, Columbia, Marymount/Manhattan
	2:00 pm	Attend <i>West Side Story</i>
	5:30 pm	Transportation to and dinner at the airport
	8:00 pm	Flight departs
	9:45 pm	Flight arrives at Minneapolis/St. Paul Airport

The chaperones will be Tony Matthes (theatre teacher) and Bob and Marty Sedoff (community support). Transportation has been contracted through Northwest Airlines. The cost of the trip is \$1100 per person, funded by individual students and fundraising efforts.

FOR INFORMATION

INDEPENDENT SCHOOL DISTRICT 273
Regular Meeting, February 23, 2008
Volume 80, Report 325

SUBJECT: RECOGNITION OF STAFF

Commendation of Renee May, extended kindergarten substitute teacher, in an email from parents to Superintendent Dressen: "I just wanted to tell you what a nice job Mrs. Renee May did as a fill-in teacher for Mrs. Kelly's kindergarten class at Creek Valley...if a K-6 position opens up in the district, [we] would recommend her for a position. She was just superb."

Commendation of David Henderson, vocal music teacher; and Sonja England, educational associate; Edina High School, in an email from a [Minnesota Music Educators Association] colleague: "I want to let you know how much I enjoyed listening to the concert choir this morning at the MMEA Convention. Your performance was spectacular! I am so impressed with how beautifully the choir performed the very challenging pieces you selected. You brought tears to my eyes more than once. This choir is an accomplishment which you should be very proud of. Congratulations!"