

MASTER AGREEMENT

MINNETONKA ASSOCIATION OF ADMINISTRATORS

and the

**MINNETONKA PUBLIC SCHOOLS
(Independent School District #276)**

July 1, 2018 – June 30, 2020

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ARTICLE I: PURPOSE

THIS AGREEMENT, entered into between Minnetonka School District No. 276, Minnetonka, Minnesota (hereinafter referred to as the Employer) and the Minnetonka Association of Administrators (herein after referred to as the Association), is to provide for the terms and conditions of employment for administrators pursuant to and in compliance with, the Public Employment Labor Relations Act of 1971 (P.E.L.R.A.), as amended.

The School Board and the administrators shall work together to preserve and further the mutual respect and confidence that is essential to the effective operation of a respected educational program.

ARTICLE II: RECOGNITION

The Employer recognized the Association as the exclusive representative of all employees of Minnetonka School District No. 276, Minnetonka, Minnesota, who qualify as administrators. The Association, as exclusive representative of the employees covered hereunder, shall have those rights and duties set forth in the P.E.L.R.A., as amended, and as described in the provisions of this Agreement.

ARTICLE III: DEFINITIONS

SECTION 1

Administrator: (sometimes referred to hereinafter as employee): shall mean all persons in a district-wide management function who by tradition have duties that are closely associated with central office functions, including persons who have titles such as administrator, supervisor, director, coordinator or technical specialists, who devote more than fifty percent (50%) of their time to administrative functions or comparable responsibilities in their capacity as an administrator and are "public employees" as defined by P.E.L.R.A.

SECTION 2

Employer: shall mean Minnetonka School District No. 276, its School Board and its designated administrative staff.

SECTION 3

Association: shall mean the Minnetonka Association of Administrators.

SECTION 4

Other terms: terms not defined in this agreement shall have those meanings as set forth in P.E.L.R.A., as amended.

ARTICLE IV: SCHOOL BOARD RIGHTS AND RESPONSIBILITIES

SECTION 1

The Employer is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion and/or policy as the functions and programs of the Employer; overall budget; utilization of technology; organizational structure; and the selection, direction and number of personnel.

SECTION 2

It is the right and obligation of the Employer to efficiently manage and conduct the operation of the School District and to do all things necessary to accomplish its primary obligation to provide the best possible educational opportunity for all students. The Association recognizes that the Employer's right to manage shall prevail in all cases unless limited by the express terms of this Agreement.

SECTION 3

All provisions of this Agreement are subject to the laws of the United States; the State of Minnesota; rules and regulations of the State Board of Education; and the valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of such laws, rules, regulations, directives or orders shall be null and void.

SECTION 4

The enumeration of Employer rights set forth in this Article shall not be deemed to exclude other management rights not expressly reserved herein.

ARTICLE V: THE ASSOCIATION RIGHTS AND RESPONSIBILITIES

SECTION 1

It shall be the responsibility of all members of the Association to discharge their responsibilities to the School Board, the faculty, and students of the school system in a manner which exemplifies the fullest professional concern.

SECTION 2

The Association and/or its members shall not discriminate against any Administrator by reason of sex, race, color, creed, national origin, marital status or age, as those terms are defined under Title VII of the Civil Rights Act of 1964 or Chapter 363 of Minnesota Statutes. Since alleged discriminatory acts on the above-defined basis under the above-referenced statutes are under the jurisdiction of the appropriate state or federal agencies, the arbitration provisions of this Agreement which are set forth in Section 5 of Article VI shall not be applicable to any grievances alleging violations of the above provisions. Instead, any grievances alleging violations of the above provisions which are not satisfactorily adjusted under Levels 1 or 2 of the grievance procedure shall be subject to the jurisdiction of the appropriate federal or state administrative agency.

SECTION 3

Employees covered by this Agreement shall be governed by the laws of the State of Minnesota and by School Board policy, rules, regulations, directives and orders issued to them by properly designated officials of the School District.

SECTION 4

The Association and/or its members shall not discriminate against any Administrator by reason of membership or non-membership in the Association or place or residence.

ARTICLE VI: GRIEVANCE PROCEDURE

SECTION 1 - Definition

A grievance is defined as a dispute or disagreement between an employee covered hereunder and the Employer as to the interpretation or application of terms and provisions of this Agreement.

SECTION 2 - Days and Time Limits

Reference to days regarding time periods shall refer to workdays.

In computing any period of time prescribed or allowed by the procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted unless it is a Saturday, Sunday or legal holiday in which event the period runs until the end of the next day which is not a Saturday, Sunday or legal holiday.

SECTION 3 - Time and Waiver

Grievances shall not be valid for consideration under the procedures set forth herein unless the grievance is submitted in writing to the School Board's designee setting forth the facts and the specific provision of the Agreement allegedly violated, and the particular relief sought, within twenty-five (25) days after the date giving rise to the grievance. Said grievance shall be signed and dated by the administrator involved. Failure to file a grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust the alleged grievance informally between the administrator and the Employer's designee.

SECTION 4

The Employer, the Association, and the administrator shall adjust grievances in the following manner:

Subd. 1 Level I: Informal Discussion: Before a written grievance is submitted, informal discussions shall take place between the aggrieved party and the supervisor. Through these discussions the parties shall attempt to resolve the problem. If the grievance is not resolved, the administrator may request in writing a Level II grievance hearing with the Superintendent or the Superintendent's designee.

Subd. 2 Level II: Superintendent or Designee: If the grievance is not resolved through informal discussions between the administrator and the Superintendent of Schools or the Superintendent's designee, the Superintendent or the Superintendent's designee shall issue a written decision on the grievance. Said written decision shall be issued within ten (10) days after the informal discussions have terminated.

Subd. 3 Level III: School Board: In the event the grievance is not resolved at Level II, the decision rendered by the Superintendent

may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set forth a time to hear the grievance. Said hearing shall be scheduled within thirty (30) days of receipt of the appeal. Within ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

SECTION 5 - Arbitration Procedure - Level IV

In the event the administrator and the School Board are unable to resolve a grievance, the Association may submit the grievance to arbitration as provided herein.

A request to submit a grievance to arbitration must be in writing signed by the aggrieved administrator, and such request must be filed in the office of the Superintendent within ten (10) days following the date of the decision at Level III of the grievance procedure. A request for arbitration must set forth the issue(s) to be arbitrated and the provision of the agreement involved.

The Employer and the Association shall, within five (5) days after the filing of the request for arbitration, schedule a meeting at which time they shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and the Association are unable to agree on an arbitrator, either party may request the Bureau of Mediation Services (BMS) to provide a list of arbitrators pursuant to Minn .Stat. 179A.21 and the selection of the arbitrator shall proceed as provided for therein. Such request must be made within five (5) days following the above meeting.

SECTION 6 - Jurisdiction

The arbitrator shall only have jurisdiction over grievances as defined herein and as to such grievances properly brought before the arbitrator and only pursuant to the terms of this procedure.

The arbitrator shall not have the power to add to, subtract from, or otherwise modify in any way the terms of this procedure.

The decision of the arbitrator shall be final and binding upon both parties. The arbitrator's decision shall be delivered to the parties and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

SECTION 7 - Representation

The administrator or Employer may be represented at any step of the procedure by any person or agent designated by such party to act on behalf of such party.

SECTION 8 - Fees and Expenses

The fees and expenses of an arbitrator shall be paid equally by the parties. Each party shall be responsible for its own costs and expenses incurred following the procedures set forth in this Article.

ARTICLE VII: PAID HOLIDAYS

There shall be thirteen (13) holidays per year as listed below. If school is in session on any of these days, holidays shall be taken on a day mutually agreed upon by the Superintendent and the Association. Should it be impossible to provide for all holidays, or if the parties cannot mutually agree upon a holiday because school is in session, the administrator's vacation period will be extended to compensate for such deficiency.

If an administrator works less than a full time contract year, as described in Article X, the following holidays are considered unassigned, unpaid time:

Holidays/Non-Duty Days

- | | |
|-----------------------------------|---|
| a. Independence Day | h. Day before New Year's Day |
| b. Labor Day | i. New Year's Day |
| c. Thanksgiving Day | j. Martin Luther King Day |
| d. Day following Thanksgiving Day | k. President's Day |
| e. Christmas Eve Day | l. Good Friday |
| f. Christmas Day | (New Year's Eve Day if Good Friday is not recognized as a District holiday) |
| g. Day following Christmas Day | m. Memorial Day |

ARTICLE VIII: DEVELOPMENT PROGRAMS

SECTION 1

Administrative support personnel who are required to have state licensure to hold a position are required to provide such at their own expense. Any course specifically required by the employer will be paid by the employer.

Subd. 1 When an employee requests time off to pursue formal training for certification purposes which occurs during the regular school day but which is only part time; that is, which allows him/her to be present in the normal place of assignment for most of the school day and to conduct essential school business, the request shall be submitted to the Superintendent or designee for action and to work out arrangements.

Subd. 2 When an employee requests time off to pursue formal training for licensure purposes which will consume more than half of the work day, it is considered a short-term leave of absence request which is taken to the Board of Education for action. In this latter case, a combination of paid leave and unpaid leave (or vacation leave) may be recommended.

SECTION 2

The employer recognizes the value of continuing training and personnel development to both the school district and the employee. Therefore, expenses associated with developmental programs such as in-service courses, summer school attendance, conferences, conventions, and short courses and workshops are viewed as a shared responsibility.

Subd. 1 The District will budget dollars to this end on an annual basis. The Superintendent or designee, in consultation with the administrative support personnel, is responsible for making such budgetary recommendations to the Board of Education and for implementing follow-through plans.

Subd. 2 Per diem expenses plus transportation, conference registration fee, parking and business telephone calls will be allowed at actual cost for approved educational conferences; however, in no case may reimbursement exceed budgeted dollars.

SECTION 3

Participation in professional organization activity:

Subd. 1 Administrative support personnel will be encouraged to accept and fulfill responsibilities in local, state or national organizations related to their district responsibilities.

Subd. 2 Release time may be granted by the Superintendent to individuals for participation in professional organization activities that are directly related to position job descriptions.

SECTION 4 - Membership Dues

The District will budget dollars on an annual basis for administrative support personnel to maintain membership in specified professional organizations for purposes of effectively carrying out their responsibilities with the District. The Superintendent or designee, in consultation with administrative support personnel, is responsible for making such budgetary recommendations and for implementing follow-through plans.

SECTION 5 - Expense Reimbursements

Subd. 1 The Minnetonka School District will reimburse administrative support personnel for authorized travel incurred in the course of their responsibilities, exclusive of travel to and from home, at the rate set by the IRS. Any change by the IRS in its approved rate per mile shall become effective for mileage incurred commencing the month the new rate is announced.

Subd. 2 When the assigned responsibilities take the employee away from the normal situation for school business purposes, the District will reimburse that employee for authorized meals, parking, registration fees and school business telephone calls at actual cost.

Subd. 3 A verified account shall be submitted promptly to substantiate requests for expense reimbursements.

ARTICLE IX: HEALTH REQUIREMENTS

Medical examinations may be required by the District. Any medical examination required by the District following initial employment shall be provided by the District's medical doctor at the District's expense.

All administrators are required, prior to employment, and periodically thereafter, to pursue freedom from tuberculosis in accordance with rules and regulations promulgated by the State Board of Health. The District will prescribe the means by which the requirement

may be met at no expense to the administrator for the test.

ARTICLE X: WORK YEAR AND VACATION SCHEDULE

SECTION 1

The work year and work day for administrators varies from position to position. Appendix A lists the normal work year for each position and the salary for that position based on the work year indicated.

Subd. 1 Category A

These positions call for 261 duty days per fiscal year (July 1 - June 30) and a normal eight-hour schedule for each day worked. From this total, holidays are excluded from assigned work time as provided by Article VII, and vacation may be taken under the terms of this bargaining agreement in Article X, Section 2.

Subd. 2 Category B

These positions call for 221 or fewer assigned duty days per fiscal year (July 1 - June 30) and a normal eight-hour schedule for each day worked. A duty day shall be any day assigned for work or scheduled for work by an employee's supervisor, and shall normally exclude holidays and weekends. The number of days designated for each position in this category shall be listed in the appendix along with the current salary for the positions.

SECTION 2

Vacation time is determined by the type of category (noted above):

Subd. 1 For Employees in Category A

For the first ten (10) years of service in the MAA unit, employees in this category will accrue vacation on the basis of 1.6 days per month, or a total of 20 days per year. Following ten (10) years of full-time service in the MAA unit, employees in this category will accrue vacation as of July 1 of each year according to the following schedule:

- 21 vacation days (1.75 days per month) for 11 years of service
- 22 vacation days (1.83 days per month) for 12 years of service
- 23 vacation days (1.92 days per month) for 13 years of service
- 24 vacation days (2 days per month) for 14 years of service
- 25 vacation days (2.08 days per month) for 15+ years of service

Employees covered by this bargaining agreement who were previously employed by the district shall begin accruing vacation at the rate of 2.08 days per month beginning with the earlier of:

- a. The completion of 20 years of district employment; or
- b. The completion of 15 years of MAA (or policy A-6) employment

Subd. 2 For Employees in Category B

Employees in this category do not accrue vacation days, nor are holidays counted in their total work days; rather, days not worked are considered non-paid, non-duty days.

SECTION 3

Employee vacation requests shall be subject to the approval of the Superintendent or Superintendent's designee, and shall be scheduled in accord with the following:

Subd. 1 For Employees in Category A

The District needs for administrator availability and personal desires of the administrator shall be taken into consideration in planning duty days and vacation days; however, scheduling of duty days and vacation shall be within the discretion of the District.

The employee may accrue vacation up to a maximum of 40 days.

Subd. 2 When an administrator resigns effective at the end of the fiscal year period and has met other terms of employment, the District will provide regular pay in lieu of vacation days off if the district finds it difficult to provide for early release, up to a maximum of 40 days.

Subd. 3 If an administrator requests release from employment before the end of a fiscal year period, or if the administrator has not met terms of employment at the time of resignation, the District may provide regular pay in lieu of vacation days earned at the time of departure, up to a maximum of 40 days.

Subd. 4 For Employees in Category B

The District needs for administrator availability and personal desires of the administrator shall be taken into consideration in planning duty days and non-duty days; however, scheduling of duty days and non-duty days shall be within the discretion of the District.

SECTION 4

The Employer agrees to provide the employees with an opportunity to be reimbursed at the daily compensation rate for and up to five (5) unused vacation days provided the employee has 320 hours of accumulated vacation leave remaining after reimbursement. For the purposes of this Article, the daily compensation rate shall be calculated by dividing the employee's annual salary by 260. The employee may designate that the funds be placed into a 403(b) or 457 account, or paid directly to the employee via payroll. The employee must file this request by June 30 of each year for payment on or after July 1.

ARTICLE XI: LEAVES

SECTION 1 - Sick Leave

Subd. 1 Each employee in the District shall be granted one (1) day of "sick leave" per month. This sick leave shall be termed "accrued" sick leave.

Subd. 2 Each employee upon employment by the District shall be granted forty-five (45) days of leave which shall be reserved for use in cases of long-term illness only, and which shall remain as "reserved leave" during the first and second year of employment. "Long term" shall be defined as any illness extending for more than fifteen (15) consecutive working days.

Subd. 3 Upon entering the third year of employment the long-term (reserved) "sick leave" shall become available as "accrued sick leave" and may be used as the need arises. No employee shall use more than sixty-five (65) days of the total "accrued sick leave" during any one period of absence.

Subd. 4 Sick leave with pay shall be allowed by the Employer whenever an employee's absence is due to an illness or physical disability of the employee which prevented the employee's attendance at the employee's place of work and performance of duties on that day or days.

Subd. 5 In the event the illness or physical disability is one that can be predicted before its commencement, such as by way of example, but not limitation, elective surgery or pregnancy, the employee shall inform the employer in writing no later than three (3) months prior to the contemplated starting date of the illness or physical disability, or as soon as the contemplated illness or disability is known, whichever occurs first.

Subd. 6

- a. The Employer may require an employee to furnish a medical certificate from the School Health Officer or from a qualified physician as evidence of illness during an extended absence or as the result of an unusual or abnormal pattern of absences in order to qualify for sick leave pay. In the event a medical certificate is required, the employee will be so advised.
- b. In individual cases, the Employer shall have the right to require that the employee be examined by a physician of the Employer's choice and at the Employer's expense. In such cases, the medical conclusion of this physician as to the beginning and ending of actual illness or physical disability shall be binding on the parties and conclusive as to the commencement and return dates of the employee and the employee's entitlement to sick pay under this section, unless the employee shall inform the Employer the physician's statement is unacceptable within three (3) days of receipt of the physician's statement.
- c. In the event the employee has submitted to such examination, the employee has properly informed the Employer the physician's statement is unacceptable to the employee, the employee shall select a physician competent in the field related to the employee's illness or physical disability from a list of three provided by the Employer. The examination shall be at a time and place designated by the Employer. The employee shall be responsible for the physician's expense unless the physician's medical conclusions are essentially different from those of the employer's at the expense of the Employer. Upon request, a copy of the report of the physician shall be furnished to the employee. The medical conclusions of this physician as to the beginning and ending of actual illness or physical disability shall be binding upon the parties and conclusive as to the commencement and return dates and any entitlement to sick pay under this section.

Subd. 7 In the event that the sick leave has been completely used and upon application to the Superintendent or designee, the Superintendent may, with discretion, pay the employee the difference between the regular daily salary and substitute's pay for a period not to exceed thirty (30) days. This additional time applies only to employees who have completed three (3) full years of service with Minnetonka Public School. If another illness occurs after thirty (30) days have been used, full salary deduction will be made. These

thirty (30) days may be used at any time during the current school year. Any employee refusing or not entitled to income protection insurance shall be covered by the "sick leave" policy in force June 30, 1976.

Subd. 8 Reimbursement for Unused Sick Leave.

As of the end of each fiscal year, the MAA member may elect to be reimbursed for up to 40 hours of unused sick leave per year. The reimbursement will be made directly to a District approved 403(b) or 457 account. To qualify for reimbursement, the employee's accrued basic leave must at least 520 hours. The MAA member must file the request for reimbursement by May 31 of each year for payment on or before July 1.

SECTION 2 - Death or Serious Illness Leave

Subd. 1 Leaves of absence without salary deductions will be granted for deaths, funerals, or serious illness where life is in peril in the employee's family pursuant to the rules of this section. Requests must be made to the Superintendent for leaves under this provision.

Subd. 2 Up to five (5) days will be allowed if the death, funeral, or serious illness involves the administrator's parents, sister, brother, spouse, child or blood relative residing in the same household.

Subd. 3 Up to three (3) days will be allowed in the case of the death or serious illness of the employee's spouse's father, mother, sister, or brother.

Subd. 4 Up to one (1) day may be allowed in case of death or serious illness of any other relative or close friend.

Subd. 5 Additional leave may be allowed under this section at the discretion of the Superintendent.

SECTION 3 - Personal Leave

Subd. 1 Upon request to the Superintendent or designee, one (1) day of personal leave per year may be granted without salary deduction. This day of leave may be accrued for up to one year if unused during the current school year.

Subd. 2 This day of leave shall not be used when other sections of this policy make provision for the absence.

SECTION 4 - Other Extended Leaves

Subd. 1 An employee may apply for a paid or unpaid leave of absence for any reason not covered under other Articles of this Agreement. Advanced study, fellowship, teaching abroad, travel specialized employment, government education programs, exchange programs, adoption leave, personal problems leave and family illness are examples of other long and short term leaves.

Subd. 2 An application for a leave of absence under this section shall be made in writing to the Superintendent of Schools, setting forth the reason for the requested leave. No such leave shall be granted unless expressly authorized by the School Board in writing.

In considering such leave request, the School Board will give consideration to the reason for the request, the effect upon the educational program, the availability of a substitute and such other factors as may be deemed relevant by the School Board.

Subd. 3 Leaves of absence required by law will be granted according to the provisions of the law.

Subd. 4 If an employee is granted a leave under this Article, the employee shall not be eligible for any of the fringe benefits provided for in this Agreement, nor for any pay during said leave except as may be agreed upon in writing by the School Board at the time the leave is granted.

Subd. 5 In the event a leave is granted under this Article, the employee shall retain such amount of sick leave days and other accrued benefits including experience credit, as the employee had accrued prior to the leave, for use upon the employee's return. No accrual of leave, experience credit, or accrual for any other purpose shall take place during the time the employee is on such leave unless the School Board has expressly provided for such in writing at the time of granting the leave.

Subd. 6 Employees on leave shall notify the Superintendent of their intention to return as may be required by the Superintendent. Failure of an employee to return from any leave of absence granted under this Article at the specified date of return may constitute grounds for dismissal.

SECTION 5 - Report of Absence

In the event an illness or absence occurs, an absentee report must be completed and submitted to the immediate supervisor.

SECTION 6 - Injury to School Personnel

In the case of serious accident, the Office of Superintendent should be notified immediately by telephone. This should be followed by

a written description of the details of the accident. Regular reporting blanks to the Industrial Commission may be secured from the Business Office. If an employee has received a minor injury, regardless of how slight, the injury MUST be reported to the Central Administrative Office.

ARTICLE XII: JURY DUTY

SECTION 1

When an employee serves on jury duty, the administrator will be granted the day or days necessary as stipulated by the court to discharge this civic responsibility without salary deductions.

SECTION 2

The compensation for jury duty service shall be remitted to the District, less any expenses incurred.

ARTICLE XIII: SABBATICAL LEAVE

SECTION 1

Sabbatical leaves may be granted to employees after at least six (6) years of professional employment in the District for the purpose of:

- Accredited advanced study
- Research
- Educational Travel
- Related professional activity

SECTION 2

The activity to be engaged in must be related to present or future professional responsibilities in the District or related areas that can be anticipated to improve the employee's service to the District.

SECTION 3

The employee granted a sabbatical leave shall be paid an amount equal to at least one-half of his/her current salary.

SECTION 4

Employees granted a sabbatical leave must discharge professional duties in the District for at least two (2) years following the leave or repay the amount received while on sabbatical leave. Exception to this can be made only because of death, serious illness or disabling injury to employees which prevents their fulfilling this obligation.

SECTION 5

Written applications shall be made to the Superintendent for a recommendation to the Board of Education. The applicant shall be notified in writing of the action taken on the application.

ARTICLE XIV: CHILD REARING LEAVE

SECTION 1

Child rearing leave of absences shall be available for employees for a period of time, not to exceed one (1) calendar year, for the purpose of caring for a child where the applicant has the legal responsibility for the care and/or support of said child. Such leave to be subsequent to birth of the child, or, in the case of adoption, when the child is physically released to employee-parent.

SECTION 2

Subd. 1 At least two (2) calendar months prior to the estimated delivery date of the child, the employee shall be required to notify the Employer in writing whether or not the employee intends to take child-rearing leave. This election may be changed at any time before the employee is no longer disabled from working due to childbirth or pregnancy related disability or before the fifteenth (15th) day after the birth of the child, whichever is sooner.

Subd. 2 Upon filing an application for adoption of a child, the employee shall be required to notify the Employer, in writing, of the employee's intention to take a child-rearing leave. Such notice to include the estimated date when such leave shall become effective.

SECTION 3

In connection with the election to take child rearing leave, the employee shall submit a request for such leave in writing. Such request shall include an estimated commencement date and return date. The estimated commencement date shall be the physician's projected

date the employee will no longer be disabled from working due to childbirth or pregnancy related disability, or the fifteen (15th) day following the physician's estimated date of birth; or in the case of adoption, the agency's estimated date when the child will be turned over to the parent.

SECTION 4

Subd. 1 The child-rearing leave must commence within eight weeks of the child's birth.

Subd. 2 In the case of adoption, the child-rearing leave will commence within eight weeks of the date when the child is physically released to the administrator-parent.

SECTION 5

If an employee complies with all the provisions of this Article, a child-rearing leave will be granted by the Employer. The employer will notify the employee in writing of its action.

SECTION 6

The end of the child-rearing leave shall be a date mutually agreed upon between the employee and the Employer but shall not exceed one (1) calendar year from its inception. Failure to return on the approved date may constitute grounds for termination.

SECTION 7

By mutual agreement, the length of the child-rearing leave may be altered.

SECTION 8

An employee returning from child-rearing leave will be re-employed in the employee's former position, if available. If that position is not available, then the employee will be assigned to a position of comparable duties, number of hours and pay for which the employee is otherwise qualified.

SECTION 9

Employees on child-rearing leave shall notify the Superintendent by certified letter of their intention to either: (1) return to employment as scheduled in accordance with the following schedule:

- a. At least ninety (90) days prior to the specified return date of said leave when the return date of said leave was intended to coincide with the opening of school.
- b. At least sixty (60) days prior to the specified return date of said leave when such date falls at any other time during the school year.

The employee shall lose all reemployment rights if the employee fails or refuses to notify the Employer by certified mail of the employee's intention to return to work according to the above schedule; or if the employee fails to return to work at the time previously scheduled when the leave of absence was granted under the provisions of this policy.

SECTION 10

An employee who returns from child-rearing leave within the provisions of this Article, shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement prior to commencement of the child-rearing leave. The employee shall not accrue additional experience credit or leave time during the period of absence for child-rearing leave.

SECTION 11

An employee on child-rearing leave is eligible to participate in group insurance programs, but shall pay the entire premium for such programs as the employee wishes to retain at the beginning of the child-rearing leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this section.

SECTION 12

The parties agree that the applicable periods of probation for administrators as set forth in Minnesota Statutes are intended to be periods of actual service enabling the employer to have opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on child-rearing leave shall not be counted in determining the completion of the probationary period.

SECTION 13

A child-rearing leave of absence granted under this Article shall be a leave without pay.

ARTICLE XV: REORGANIZATION AND/OR REDUCTION IN ADMINISTRATIVE STAFF

SECTION 1

In the event there is going to be a reorganization and/or reduction in administrative staff, including consideration of consultant services to replace a unit position, the Superintendent will meet in advance with the Association to solicit suggestions, ideas, and criteria which might then be used in developing and formulating alternative plans.

SECTION 2

In the case of administrative positions which require a license and for which the incumbent is licensed, any change in job resulting in discontinuance or reduction of the job shall follow applicable Minnesota Statutes. For bargaining unit positions which do not require an administrative or teaching license, the position reduction will follow those provisions outlined in Sections 3-5 below.

SECTION 3

In the event that administrative/supervisory positions are likely to be abolished or discontinued, the assignment of Association personnel to remaining positions will draw upon multiple criteria, among which will be longevity, qualifications of persons to assume new roles and responsibilities, past performance records, and organizational needs in forthcoming months and years.

SECTION 4

In the event there is a proposed reduction in the number of unit positions, affected individuals are to be notified in writing prior to the time a final decision is made by the Board of Education.

SECTION 5

If the decision is made to reduce a unit position, written notification to this effect is to be given to the person assigned to the position at least 90 days before the person is terminated, unless other arrangements have been made by mutual agreement.

ARTICLE XVI: RELEASE FROM POSITION

In the event the performance of an administrator in an unlicensed position appears to be deficient, the following steps are to be taken for such administrators. For administrators in positions which require a license, procedures for terminating continuing contracts will be pursuant to applicable Minnesota statutes.

SECTION 1

The supervisor is to openly and frankly discuss the perceived deficiency with the individual.

SECTION 2

Jointly, the supervisor and supervisee are to develop a plan and carry out steps that, potentially, may correct the deficiency including such things as consultation with others in like positions, pursuit of course work, visitations, attendance at workshops, and realignment of responsibilities, if possible.

SECTION 3

In the event the supervisor determines that efforts to overcome deficiencies and to improve performance have been unsuccessful and/or the employee has engaged in conduct for which termination is appropriate, specific procedural steps are to be taken.

Subd. 1 For licensed administrators, procedures are to follow applicable Minnesota Statutes.

Subd. 2 For non-licensed administrators, the following procedure shall apply:

- a. The supervisor is to notify the supervisee of such proposed action in writing, including the reasons for the proposed release and to send a duplicate copy to the Superintendent.
- b. Within fourteen (14) calendar days of the formal notification, the supervisee may request a hearing from the Superintendent. In the event the Superintendent is the immediate supervisor, the supervisee may request a hearing within fourteen (14) calendar days from the Board of Education. If no hearing is requested within this period, it shall be deemed acquiescence by the supervisee.
- c. Normally, the release will be effective on June 30 unless circumstances warrant otherwise.

ARTICLE XVII: RELEASE FROM CONTRACT

To secure a release from a contract in the Minnetonka Public Schools after April 1, in any year, the following requirements shall be in effect:

SECTION 1

The employee shall submit in writing to the School Board, through the Superintendent, a request for the release from contract, stating the reasons.

SECTION 2

The School Board may grant the request for a release only if a satisfactory replacement for the position affected is available within a reasonable time. A period of three (3) weeks from the date of the Board meeting at which the request is acted upon shall constitute a reasonable time. However, it is hereby understood that the Superintendent and the Board are the sole judges of what constitutes a reasonable time and in no sense places an obligation upon the Board of Education to grant release after April 1.

ARTICLE XVIII: INSURANCE FRINGE BENEFIT ALLOCATION FOR ADMINISTRATORS

SECTION 1

The District will allocate a monthly contribution to each eligible full time administrator for use in purchasing health insurance, dental insurance, and life insurance under this policy. The monthly contribution will be up to \$655 per month for employees taking single health insurance for the duration of the agreement. For employees enrolled in employee plus one, the allocation will be up to \$865 per month, and for employees enrolled in family insurance the allocation will be up to \$1,025 per month.

Subd. 1 Said allocation will commence on July 1 of each year.

Subd. 2 Each full-time administrator who begins work prior to the fifteenth of any month is eligible for the full monthly allocation. An administrator who begins after the fifteenth day is not eligible for the allocation for that month.

Subd. 3 A full-time administrator is defined as a person employed for a minimum of six hours per day or equivalent per day period for the term in which school is normally in session.

SECTION 2

Subd. 1 Each eligible administrator will be required to purchase individual coverage under one of the approved health insurance plans, dental insurance plan, and life insurance plan.

Subd. 2 Allocation and right to participate in insurance fringe benefits will cease upon termination from District employment, except as otherwise provided.

SECTION 3

Subd. 3 An administrator may elect additional coverages which may be available under District insurance plans for health, dental, and life insurance. If the premiums for these coverages exceed the amount of the District contribution detailed in Section 1 of this Article, the additional cost shall be borne by the administrator and paid by payroll deduction while the administrator is receiving pay from the District.

SECTION 4 - Fringe Benefits for Employees Working at Least .5 FTE but Less Than .75 FTE

An administrator in this category is defined as a person employed for a minimum of four hours per day or equivalent for the term in which school is normally in session, but does not have sufficient hours to qualify under the provisions of Section 1, Subd. 3, as a full time administrator.

Subd. 1 The Employer shall pay \$565 per month toward the purchase of individual health insurance coverage for all part time administrators who are eligible for, and are enrolled in, the school district group hospitalization, medical and major medical plan. The coverage and benefits provided shall be, in all cases, governed by the terms and conditions of the insurance policy and policies and procedures of the insurance carrier and the insurance policy.

Subd. 2 Part time administrators who are eligible for, and are enrolled in, the school district group hospitalization, medical and major medical plan, and who elect to receive both individual and family coverage, shall bear the additional cost of the premium. The additional cost shall be paid by payroll deduction while the employee is receiving pay from the District. The coverages and benefits provided shall be in all cases, governed by the terms and conditions of the insurance policy and the policies and procedures of the insurance carrier. The Employer will select the insurance carrier and the insurance policy. To qualify for family coverage, the

employee must have eligible dependents as defined by the insurance carrier, and must make a request for such coverage on a form provided by the Employer.

SECTION 5 – Available Benefits

Subd. 1 Coverages and benefits provided shall be, in all cases, governed by the terms and conditions of the insurance policy and the policies and procedures of the insurance carrier. The District will select the insurance carrier and the policy of insurance.

Subd. 2 Health and Accident Plans

The District shall make available to the administrator hospitalization, medical, major medical and health maintenance organization insurance coverage.

Subd. 3 Dental Insurance

- a. The administration of any dental plan provided this plan will be consistent with the policies and procedures established by the insurance carrier.
- b. To the extent such cost exceeds the monthly amount allocated to the administrator pursuant to Section 1 above, the cost of any such group dental insurance shall be borne by the administrator. It shall be paid by payroll deduction while the administrator is receiving pay from the district.

Subd. 4 Term Life Insurance

The Employer shall pay for a \$50,000 term life insurance policy, each with a double-indemnity provision in the case of an accidental death for each employee who is regularly scheduled to work thirty (30) or more hours per week. Such life insurance provisions shall be available for employees only based on the provisions and coverage the carrier is willing to provide. Life insurance provisions shall be available for employees over the age of sixty-five (65) only if offered by the insurance carrier and then only based on the provisions and coverage the carrier is willing to provide. The Employer will select the insurance carrier and the policy of the insurance.

Subd. 5 Income Protection Insurance (LTD)

Income protection insurance equivalent to annual salary plus annual amount of Insurance Fringe Benefit Allocation (Article XVIII Section 1) shall be available and paid for by each full-time administrator on an after tax basis. The employer will select the insurance carrier. Each administrator will be required to purchase single LTD coverage.

SECTION 6 - Benefits for Employees on Leaves of Absence

Subd. 1 Health and Accident Plans

- a. The District will provide individual health and accident insurance for administrators on leaves of absence, and for administrators on medical leaves of absence for a period of five years.
- b. Dependent coverage will be available at the administrator's expense.

Subd. 2 Income Protection Insurance

Administrators on sabbatical leave will be provided income protection insurance based on the salary they earned the year preceding the sabbatical.

Subd. 3 Term Life Insurance

Administrators on sabbatical leave will be provided term life insurance to the same level as an active employee.

Subd. 4 All leaves of absence other than those noted in this section will terminate District responsibility for insurance subsidy; however, the Board of Education may make exceptions.

ARTICLE XIX: RETIREMENT AND TERMINATION BENEFITS

SECTION 1 - Retirement Savings Match

Subd. 1 Purpose of the Match:

The purpose of the allocation is to encourage employees to develop a financial plan for their future by providing money for investment during the course of their employment with the District.

Subd. 2 Benefit:

The employee working 75 percent or more of a full time schedule shall receive a Retirement Savings Match as a percentage of base salary for deposit into a 403(b) or 457 tax deferred savings account at the following percentage rates:

Completing 1 Year of Service (Year 2 of Service).....3%
Year 3 of Service and Thereafter.....5%

Employee participation will be required in order to receive the dollar per dollar match up to the percentages listed.

- a) Allocation Year to Begin July 1
The annual year for the allocation shall be July 1 through June 30. The allocation shall be prorated for any partial year of service.

Subd. 3 Enrollment Limited to Participating Companies

Tax Sheltered Annuity or Deferred Compensation enrollment will be limited to companies currently having employees enrolled in the program.

For new employees hired for employment for the 2018-2019 school year and thereafter, tax sheltered purchases will be limited to the following 8 tax sheltered annuity companies:

- American Funds
- Ameriprise
- AXA Equitable Life
- Common Wealth Annuity
- Great West
- VOYA
- ESI Financial
- Vanguard

All employees are also eligible to participate in the State of Minnesota 457 Deferred Compensation tax-deferred savings plan.

ARTICLE XX: DUES CHECK OFF

Administrators shall have the right to request and be allowed dues check off for the Association as provided by law. Upon receipt of a properly executed authorization card by the administrator, the Employee will deduct from the administrator's pay check the dues the administrator has agreed to pay the Association. Such deduction is to be made according to a uniform schedule submitted by the Association thirty (30) calendar days preceding the pay date the first deduction is to be made.

Deductions will continue unless terminated by the administrator giving thirty (30) calendar days' written notice to the Employer to stop deductions. Deductions shall be transmitted to the Association within ten (10) working days, together with a list of names of the administrators from whose pay deductions were made.

The Association will indemnify, defend, and hold the Employer harmless against any and all claims made and against any suit instituted against the Employer, its officers or employers, by reason of payroll deductions under this Article.

ARTICLE XXI: SALARY STRUCTURE AND PRINCIPLES OF APPLICATION

SECTION 1 - Responsibility Groupings (salary categories)

Subd. 1 The salary structure for administrative positions shall consist of salary categories which shall progress in an orderly alignment from the lowest category to the highest.

Effective July 1, 2018, the parties will negotiate the increases to base salaries.

SECTION 2

New hire minimum salaries for the 2018-2020 school years are shown in Appendix A attached as a part of this agreement.

SECTION 3

To permit the school district to maintain a competitive position in the employment market, nothing in this article shall limit the district from increasing the salary for a position.

ARTICLE XXII: SEVERABILITY

The provisions of this Agreement shall be severable. If any provision of this Agreement or its application is found to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications will continue in full force and effect.

ARTICLE XXIII: WORK STOPPAGES

In the event of a strike or work stoppage by other employees, it is mutually agreed that Administrators covered by this Agreement shall be on duty and carry out policy, rules, and assignments as may be directed by the Employer. The Employer reserves the right to make whatever directives that are in the Employer's judgment necessary for the operation or protection of District programs and facilities. The Association agrees that it will not directly or indirectly engage in, support, or assist in any strike against the Employer.

ARTICLE XXIV: DURATION

This Agreement shall remain in full force and effect ... until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement after its expiration, said party shall give written notice of such intent prior to the expiration of this Agreement. Unless otherwise mutually agreed, the parties shall not commence negotiations before 90 days preceding the expiration of this Agreement.

ARTICLE XXV: COMPLETE AGREEMENT

SECTION 1

This Agreement constitutes the full and complete Agreement between the Employer and the Association. Only the benefits and terms and conditions of employment set forth herein shall be in effect during the term of this Agreement.

SECTION 2

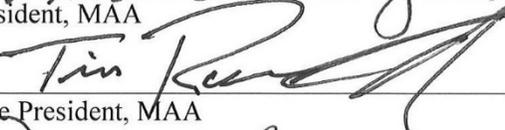
Any matters related to the current contract terms, whether or not referred to in this Agreement, shall not be open for negotiation except by mutual consent during the term of this Agreement.

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

For the MINNETONKA ASSOCIATION OF ADMINISTRATORS



President, MAA

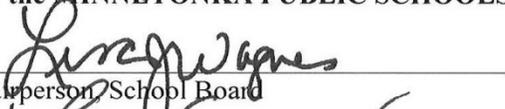


Vice President, MAA

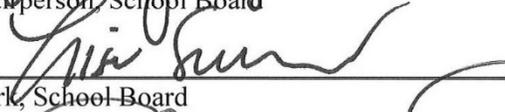


Representative, MAA

For the MINNETONKA PUBLIC SCHOOLS INDEPENDENT SCHOOL DISTRICT #276



Chairperson, School Board



Clerk, School Board



Representative, School Board



Representative, School Board



Representative, School Board

Approved by the Minnetonka School Board on this 2nd day of August 2018.

Appendix A

New Hire Minimum Salaries for 2018-2020

<u>Category A - 12 Month Positions</u>	<u>Minimum</u>
Supervisor of Student Support Services	\$84,000
Supervisor of Child Nutrition	\$81,000
Supervisor of Transportation & Student Accounting	\$79,000
Coordinator of Youth and Adult Programs	\$79,000
Coordinator of Early Childhood Family Education	\$71,000
Coordinator of Facilities Services	\$69,000
Coordinator of Utilities, Grounds, Health & Safety	\$69,000
Coordinator of Purchasing	\$66,000
MHS Campus Facilities Manager	\$58,000
Assistant Supervisor of Child Nutrition	\$52,000
Activities Coordinator	\$52,000

<u>Category B – Duty Day Basis</u>	<u>Minimum</u>
VANTAGE Program Coordinator (215 days)	\$49,000