MASTER AGREEMENT INDEPENDENT

SCHOOL DISTRICT NO. 273

EDINA, MINNESOTA

AND

EDUCATION MINNESOTA/EDINA

JULY 1, 2021 THROUGH JUNE 30, 2023
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I. INTRODUCTION

1.01 Master Contract

This Agreement is made and entered into by and between INDEPENDENT
SCHOOL DISTRICT NO. 273, City of Edina, Hennepin County, Minnesota,
("Employer") or ("District"), and the EDUCATION MINNESOTA/EDINA ("Union").

1.02 Preamble

Recognizing that providing quality education is the paramount aim of
the Employer and the Union and that the character of such education depends
largely upon the quality and morale of the teaching service, we hereby
declare:

WHEREAS, the Union recognizes that the Employer, under law, has the
final responsibility for establishing policies for the district, provided
that such rights and responsibilities are exercised by the Employer in
conformity with the provisions of this Agreement;

WHEREAS, the Employer recognizes that teaching is a profession;

WHEREAS, the laws of the State of Minnesota authorize teachers and
employers to negotiate in good faith for the purpose of reaching mutual
agreement concerning terms and conditions of employment as defined in Minn.
Stat. §179A of the P.E.L.R.A. Act of 1971, as amended, ("PELRA"); and

WHEREAS, the Employer and Union desire to incorporate their
understandings into a written agreement in the belief that such action is in
the best interests of the residents of the school district, the students
attending school, the Employer and the teachers represented by the Union;

NOW THEREFORE, in consideration of the following mutual covenants, the
Union and the Employer hereby agree as follows:

1.03 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining
representative for all teachers; long-term substitute teachers (substitute
teachers who replace the same teacher for more than 30 duty days); and other
personnel included in the appropriate unit as defined by Minn. Stat. §179A.03,
Subd. 18, of PELRA. This representation excludes the superintendent,
assistant superintendents, principals, assistants to the principals,
directors, EAC coordinators, consultants, administrative assistants,
supervisors, trainees, and confidential or supervisory employees as defined in
PELRA. The term "teacher" refers to all professional employees represented by
the Union in the bargaining or negotiating unit as defined above.

The Employer will provide by October 1 of each school year a list in electronic form to the union the names, address, telephone numbers, e-mail address, full-time equivalency ("FTE") status, worksite locations and assignment of all eligible bargaining unit members employed and shall keep that list current by notifying the Union of additions and deletions as they occur.

The Employer agrees not to negotiate or meet and confer with any teachers' organization other than the Union so long as the Union is the duly authorized, exclusive bargaining agent of the District's teachers.

1.04 Rights and Privileges of the Union

1.04.1 Released Time for Union Activities

During the period covered in this Agreement the Union is allowed up to 25 days annually to be used by teachers who are officers or agents of the Union at the discretion of the Union. The Union agrees to notify the Superintendent or designee, no less than 48 hours in advance of the date for intended use of the Union leave. The cost of substitutes for 18 of the days used is borne by the Employer. Costs thereafter are borne completely by the Union.

The Union President receives a leave of absence from the 1.0 FTE teacher position that is paid by the District as described in this section. The Union will reimburse the District for one-half of this paid leave of absence (salary and benefits). The District will provide an itemized bill to the Union by May 31 for one-half of the Union president’s actual salary and benefits. The reimbursement will be paid by June 30 for actual salary and benefits of the release time. The Union agrees to notify the District in writing before May 1 of each year as to who this individual will be for the following school year.

The District agrees to provide office space for the Union, for use by its President and other elected officers to conduct the business of the Union, including:

1. A minimum of a desk, desk chair, phone, and file cabinet.
2. the Union will be responsible for providing technology (excluding the telephone) used in the office.
3. The District and Union agree that Union materials in the office will be treated as confidential Union property. The office will have a lock, and access will be limited to Union officers and District
custodial employees performing routine maintenance. Either party may cancel its participation regarding access to the office by providing notice of cancellation a minimum of 60 calendar days prior to the date of cancellation.

1.04.2 Use of Facilities
The Union has the right to use District buildings and facilities in accordance with the District's policies, rules and regulations, provided such use does not interfere with normal District activities or functions. The Union has the right to use District mailboxes and email for Union business. The Employer reserves the right to assess charges for additional custodial and operational expense beyond normal maintenance costs resulting from this use.

1.04.3 Teacher Requests for Assignments
Each teacher may submit to the Employer, in writing, any requests or preferences for teaching assignments for the following school year, in accordance with established staffing procedures. Requests or preferences may refer to a specific assignment open for the following year but may also take the form of a request for a particular type of assignment.

1.04.4 Assignments and Transfers
The Employer reserves the right to establish policies and procedures by which teachers are assigned and transferred. Disputes over the interpretation or application of these policies is subject to final and binding arbitration as established by this Agreement.

1.04.5 Board Agendas
The Employer provides access to the school board agendas and minutes for the Union President at the same time and manner they are provided to board members.

1.05 Management Rights
1.05.1 Authority of the Employer
State laws have vested in the Employer the full authority to manage, control and direct the operation of the school district, and to adopt, modify or repeal policies, rules and regulations for the district. All such authority of the Employer continues unimpaired, except as limited by a specific provision of this Agreement.

1.05.2 Provisions Contrary to Law
Any portion of this Agreement that violates any provision of state or federal laws, are null and void and without force and effect. The provisions of this Agreement are severable, and if any provision hereof or
the application of any such provision under any circumstances is held
invalid, it does not affect any other provision of this Agreement or the
application of such provision under other circumstances. The Employer and
the Union agree to mutually amend any provision of this Agreement as
necessary to comply with federal or state laws.

1.06 Teachers' Duties and Responsibilities

Basic Duties Teachers will teach in places, grades or subjects as
designated by the Employer and for which they are licensed. Teachers
perform all teaching and related services as directed by the Employer, use
instructional materials as are approved by the Employer, and observe all
policies, rules and regulations as established from time to time by the
Employer. Before the end of the school year, each building administration
will attempt to notify, in as far as is administratively feasible,
returning teachers of their tentative teaching assignment for the succeeding
school year.

Teachers will attend and participate in institutes, conferences, and
meetings required by the Employer. The provisions of this section will not
be inconsistent with the terms and conditions of other sections of this
Agreement.

1.07 Definitions

The following definitions are applicable to terms used in this
Agreement:

Teacher A "teacher" is any person employed by the Employer in a
position for which such person must be licensed by Professional
Educator Licensure and Standards Board ("PELSB"), excluding the
superintendent, assistant superintendents, principals, assistants to
the principals, directors, EAC coordinators, consultants,
administrative assistants, supervisors, trainees, and all confidential
or supervisory employees.

Duty Day A "duty day" is a day a teacher is required by contract to
perform basic duties.

Other Terms Other terms not specifically defined herein have the
meanings given them under PELRA.

1.08 Employee Rights

1.08.1 Fair Employment Practices

The Employer undertakes and agrees that it will not directly or
indirectly discourage, deprive or coerce any rights conferred by the PELRA or other state or federal laws. The Employer will not discriminate against any teacher with respect to hours, salaries, terms or conditions of employment, by reason of membership in the Union, participation in any activities of the Union or collective professional negotiations with the Employer, or institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

The parties agree that there will be no discrimination against any teacher by reason of protected class (e.g. race, creed, ethnicity, marital status, age, sex, sexual orientation, disability, status with respect to public assistance, or national origin), and that the provisions of this Agreement are applied in a manner that are not arbitrary, capricious or discriminatory.

1.08.2 Personnel Files
Teachers may request a copy of all evaluative material generated within the District and have recourse through the grievance procedure to purge false or misleading information. The Employer may charge teachers the cost to make these copies.

1.08.3 Teacher Discipline
No teacher will be disciplined without just cause.

1.09 Meet and Confer
The Employer and the Union mutually recognize that PELRA provides for the establishment of procedures whereby the parties have the obligation to meet and confer on the District’s educational policies and on matters relating to employment.

The parties agree to establish a meet and confer committee that meets at the request of either party at a mutually agreeable time to consider any matter subject to the meet and confer process under PELRA, but no less often than once every four months.

2. SALARIES AND RELATED ITEMS

2.01 Individual Teacher Contracts
All probationary teachers are employed by written contract, which will be signed by the teacher and by the Chairperson and Clerk of the Board of Education. Each probationary teacher is compensated according to the terms of the individual contract. Compensation is consistent with the specific terms and conditions of this Agreement. All continuing contract teachers receive an
annual notice of compensation by November 15, unless a new Agreement has yet to be ratified. In this case, teachers will receive the annual notice of compensation within 60 days of Agreement ratification. The notice of compensation will be consistent with the terms and conditions of this Agreement.

2.02 Salary Schedules

The salaries set forth in Appendices A and B (which are attached hereto and made a part of this contract) are effective as of July 1, 2021, and until June 30, 2023. Salary schedules apply to the performance of basic duties for 184 days, as specified in Section 5.01, during each of the above contract years. Part-time teachers contracted to work less than the full-time duty day or less than the full number of duty days in the work year will be paid pro-rata from these salary schedules.

2.03 Status of Salary Schedules

The salary schedules set forth in this contract are not, and will not be construed to be, a part of the individual contract or continuing contract of any individual teacher. These salary schedules expire as of June 30, 2023.

2.04 Pay Periods

The teacher has the option of 19 or 24 pay periods per year. Probationary teachers must state the choice when individual contracts are signed, or by May 1 of the prior fiscal year when negotiations have not been completed prior to that date. Continuing contract teachers must notify the business office by May 1 of the prior fiscal year if they want to change their payment option.

2.05 Credit for Outside Experience

Initial placement on the salary schedule is as mutually agreed upon by the teacher and the Employer.

Teachers whose Edina experience is interrupted by military service will be given experience credit on the salary schedule upon their return for the time spent in such service.

2.06 Increases in Salary

2.06.1 Training

Salary adjustments for increased training are made twice each year. The first adjustment is made during November and based upon credits and degrees
completed prior to September 1. Requests for adjustments in November must be filed on or before October 15 to be considered. Upon approval of a November adjustment, the applicable salary increase for a full contract year includes retroactive pay to the beginning of the year and the new pay rate will be paid over the remaining pay periods.

The second adjustment is made during April and based upon credits and degrees completed prior to February 1. Requests for adjustments in April must be filed on or before March 15 be considered. Upon approval of an April adjustment, one-half (1/2) of the full year salary increase will include a retroactive payment from the mid-point of the school year and the new pay rate will be paid over the remaining periods. If an official transcript from the higher education institution where the credits were earned is unavailable in time to meet the October 15 deadline, the leader of Human Resources ("Human Resources") may extend the October 15 deadline for up to 30 days upon receipt of proof of credits earned that Human Resources determines to be acceptable. Requests for salary adjustments must be accompanied by a transcript of credits earned since the last adjustment was made.

2.06.2 Training Requirements for Basic Salary Adjustment for Teachers

<table>
<thead>
<tr>
<th>Training Level</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BA; BA+15</td>
<td>A bachelor’s degree issued by an institution approved by the North Central Association or an equivalent regional accrediting association. Exceptions to accreditation will be granted only with the approval of Human Resources.</td>
</tr>
<tr>
<td>BA+30; BA+45</td>
<td>30 Quarter Hours or 20 Semester Hours. Placement will be authorized with the approval of Human Resources. Prior approval of the training program is strongly recommended.</td>
</tr>
<tr>
<td>MA; MA+15</td>
<td>A master’s degree issued by an institution approved by the North Central Association or an equivalent regional accrediting association.</td>
</tr>
<tr>
<td>MA+30; MA+45</td>
<td>A master’s degree plus 30 quarter hours or 20 semester hours.* Placement will be authorized with the approval of Human Resources. Prior approval of the training program is strongly recommended.</td>
</tr>
<tr>
<td>SPEC.; MA+60; DR</td>
<td>A specialist degree or doctorate degree issued by an institution approved by the North Central Association or an equivalent regional accrediting association. New placements for specialist and doctorate degrees will be restricted to degrees earned in education majors or programs germane to a teacher’s assignment. A master’s degree plus 60 quarter hours or 40 semester hours. Placement will be authorized with the approval of Human Resources. Prior approval of the training program is strongly recommended.</td>
</tr>
</tbody>
</table>

* Use of Prior Credit: Credits not required for the master’s degree may, with the approval of the Human Resources Department, be applied to lane changes beyond the master’s degree, even though such credits were earned prior to the granting of the degree.
2.06.3 Requirements for Credit Approval

Admittance to the graduate school of an institution approved by the North Central Association, or an equivalent regional accrediting association, is a prerequisite to the acceptance of salary schedule credit for graduate work. The following exceptions to this requirement are authorized:

1. Credits at the graduate level may be approved without admittance to a graduate school; however, the course must be eligible to count toward a graduate program at that institution.

2. Undergraduate credits may be approved when requested by the Employer for the good of the District. This request may be initiated by the teacher.

3. Credits may be approved for salary schedule purposes upon the completion of District organized professional growth classes that take place outside the duty day. One quarter credit may be approved for the successful completion of workshops of at least 10 hours, and two quarter credits may be approved for the successful completion of workshops of at least 20 hours. Partial credit will not be given for workshops of less than 10 or 20 hours. Teachers must receive certification of completion of the course requirements to receive credit. Teachers receiving credit will not receive any other hourly remuneration for the classes. A maximum of six credits earned under this paragraph may be allowed per salary lane change.

4. Any other exceptions to the requirements listed in this section must be approved in advance by Human Resources.

Acceptance of credit work for salary schedule purposes must be certified by an official transcript from an accredited institution.

Teachers may only receive a salary adjustment based upon credits taken during paid release time from their duty day provided they received prior approval of Human Resources.

Credit work certified for salary schedule purposes is in the teacher's major or minor field, or with the approval of Human Resources, in a related educational field. Programs specifically leading to degrees in other professional fields, including but not restricted to law and medicine, will not be approved for salary schedule placement purposes.

Social workers, without a bachelor’s degree in social work and whose master’s degree required 50 or more semester credits, will be granted 15 quarter credits beyond the MA level for the purposes of lane advancement.

2.06.4 Tuition Reimbursement

When the Employer requests a teacher to take a specific course or
courses from an academic institution, the Employer will reimburse the teacher for tuition costs. The Superintendent will notify the teacher in writing of the specific course or courses requested by the District for which the teacher will be reimbursed. This request may be initiated by the teacher. Credits reimbursed in this manner will only be utilized for placement on the teachers’ salary schedule with the prior approval of Human Resources.

2.07 Full Year Credit for Purposes of Step Advancement

Any teacher who works more than half the duty hours (defined as 736 of 1472) in any school year will be given one full year of credit for the purpose of step movement on the teachers’ salary schedule. Any teacher who serves less than half the duty hours in any school year are allowed to accumulate these duty hours for the purposes of this provision. When the cumulative number of duty hours exceeds half the duty hours, as defined above, during any school year, the teacher is credited with one full year of credit beginning with the start of the next school year. The teacher will then begin accumulating, from zero, additional duty hours toward the next “Full Year Credit” with the start of the next school year.

2.08 Payroll Deduction – Dues Check Off

Any teacher may authorize deductions from regular pay for membership dues in the Union. Additionally, a teacher may authorize deductions from regular pay for political action committee contributions; deductions must be authorized in writing. Requests for membership dues deductions must be received in writing by the business office and continues in effect from year to year unless revoked in writing between June 1 and September 1 for the following contract year. Pursuant to such authorization, the district deducts a proportionate amount of the dues from each paycheck the teacher receives during the contract year.

2.09 Tax-Sheltered Annuities

The Employer supplements the Minnesota Teachers' Retirement Association Program through a tax-sheltered annuity program. The District matches individual contributions to the annuity fund as follows:

<table>
<thead>
<tr>
<th>Placement</th>
<th>District Match to Employee Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step A and</td>
<td>All BA levels: Are not eligible to participate.</td>
</tr>
<tr>
<td>Step B</td>
<td>MA levels and above: 1.5% of basic salary.</td>
</tr>
<tr>
<td>Step C and above</td>
<td>Two percent of basic salary.</td>
</tr>
</tbody>
</table>

To become a carrier under the District’s tax-sheltered annuity program, a
company must enroll a minimum of 20 employees. Any removal of an approved carrier from the list of approved carriers must be mutually agreed to by the Employer and the Union. The scheduled deadline date for the designation of a 403(b) or 457 deferred compensation carrier and the amount of the employee contribution is the first Friday of December. For a teacher who changes training levels during the school year, the appropriate increase to the Employer’s matching amount will be contributed to the teacher’s designated tax-sheltered annuity.

Eligibility While on Leave or Temporarily Employed

1. Temporary Employees
   Teachers temporarily employed are not eligible to participate in the tax-sheltered annuity program.

2. Sabbatical Leave
   Teachers on sabbatical leave are eligible to participate in the tax-sheltered annuity program.

3. Military Leave
   Teachers on military leave are not eligible to participate in the tax-sheltered annuity program, except as provided for in Minn. Stat. §192.26.

4. Medical Leave
   Teachers on medical leave are not eligible to participate in the tax-sheltered annuity program.

5. Long Term Leave of Absence Without Pay
   Teachers on long term leave of absence without pay are not eligible to participate in the tax-sheltered annuity program.

2.10 In-District Travel

The rate of reimbursement for teachers whose regular teaching assignments requires interschool travel within a duty day is at a rate uniformly established for all district employees in accordance with appropriate I.R.S. rules.

2.11 Retirement

Teachers who retire and meet the eligibility requirements of Minn. Stat. § 471.61, subd. 2b are eligible to continue indefinitely, at their own expense, participation in the District’s group health and dental plan. These teachers may also continue, at their own expense, participation in the District’s group life insurance plan, to the extent and for the duration
permitted by the terms of the insurance plan. Upon becoming eligible for Medicare benefits, in order to continue on the District’s health insurance benefits, the retired teacher must purchase a Medicare supplement policy directly through the hospitalization-medical insurance carrier. Payment for this coverage must be paid directly to the carrier.

2.12 Early Retirement Incentive Payment

2.12.1 Eligibility

Any teacher who has reached age 50 and who has worked a minimum of 15 full years, as defined in section 2.07 of the Agreement, in the Edina School District and who elects to voluntarily retire at the end of any academic year is eligible for a payment equivalent to 150 days of basic salary based on the last year of employment.

For part-time teachers, payment will be pro-rated based on the teacher’s full-time equivalent in the teacher’s last year of employment.

2.12.2 Early Retirement Incentive Payment Schedule and Distribution

An eligible teacher who retires will receive the early retirement incentive payment (150 days of basic salary) divided into two separate accounts: (1) one payment into the Health Care Savings Plan (25 percent of the early retirement incentive payment); (2) three payments into the 403(b)/457 account established by the teacher (75 percent of the early retirement incentive payment). Below is how the early retirement incentive payment will be deposited into the specified accounts:

**Health Care Savings Plan ("HCSP"):** For all eligible employees, the Employer deposits one lump sum, which is 25 percent of the early retirement incentive payment, into the teacher’s account with the Minnesota State Retirement System’s Health Care Savings Plan.

<table>
<thead>
<tr>
<th>Payment Date</th>
<th>HCSP Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior to June 30th of Retirement Year</td>
<td>25% of early retirement incentive payment</td>
</tr>
</tbody>
</table>

**403(b)/457 Account Established by Teacher:** For all eligible teachers, the Employer shall deposit three equal payments, which total 75% of the early retirement incentive payment, into the 403(b) account established by the teacher.

<table>
<thead>
<tr>
<th>Payment Date</th>
<th>403(b)/457 Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 20th 1st yr</td>
<td>1/3 of 403(b) payment</td>
</tr>
<tr>
<td>July 20th 2nd yr</td>
<td>1/3 of 403(b) payment</td>
</tr>
<tr>
<td>July 20th 3rd yr</td>
<td>1/3 of 403(b) payment</td>
</tr>
</tbody>
</table>
2.12.3 Early Retirement Incentive Application

Applications for early retirement incentive payment for retirement at the end of the academic year must be submitted to the Human Resources Department by February 1. The retiring teacher must provide the District with account information for the teacher’s 403(b)/457 for the deposits to be made. In lieu of the early retirement incentive payments provided in this Section 2.12, a teacher may elect to receive early retirement incentive payments for which the teacher has qualified under the terms of any contract covering another bargaining unit within the district. If a retired teacher dies before all or a portion of the early retirement incentive has been disbursed, any balance remaining is paid to a named beneficiary or, lacking same, to the deceased’s estate.

2.13 Employer Contribution Toward Hospitalization-Medical Insurance

2.13.1 Employer Contribution Toward Hospitalization-Medical Insurance, Employed Prior to July 1, 2011

A full-time teacher who (1) was employed as a teacher by the District before July 1, 2011 and (2) is eligible for and receives an early retirement incentive payment under Section 2.12 is also eligible for an Employer contribution toward the Employer’s hospitalization-medical insurance plan equal to the Employer’s contribution for single coverage at the time of retirement. The Employer’s contribution will increase each year by the same amount as the Employer’s contribution to single coverage for active teachers during the period of eligibility.

The Employer premium contribution identified above will cease as of (1) the teacher becomes eligible for Medicare; (2) nine years from the date of retirement; or (3) the teacher’s death, whichever is earliest.

In no event will a combined total of early retirement incentive pay and additional employer premium contributions exceed one year’s pay.

2.13.2 Employer Contribution Toward Health Reimbursement Account, Employed On or After July 1, 2011

Teachers hired after July 1, 2011 are not eligible for the retiree health insurance benefits under Section 2.13.1. For teachers hired after July 1, 2011 and not eligible for the contribution in Section 2.13.1, the Employer will contribute $600 annually to a Minnesota State Retirement System’s Health Care Savings Plan after the teacher receives a non-probationary continuing contract status as a teacher covered by the Agreement between the Union and the Employer.
2.13.3 Employer Contribution to Health Reimbursement Account for Teachers Having a Basic Leave Accrual in Excess of 150 Days

A full-time teacher who is eligible for and receives an early retirement incentive under Section 2.12 is also eligible for an Employer contribution toward the Minnesota State Retirement System’s Health Care Savings Plan. The cumulative total of this Employer contribution will not exceed an amount determined by multiplying $35 times the number of the teacher’s accumulated unused basic leave allowance days in excess of 150, as of the date of retirement. The amount identified above will be deposited in the retiree’s account with the Minnesota State Retirement System’s Health Care Savings Plan.

2.14 Differential for Multi-Grade and Multi-Department Assignments

A salary differential in the amount of $450.00 per semester is paid to each teacher who meets one of the following criteria.

1. An elementary teacher or subject-matter specialist in a multi-grade teaching assignment required and approved by the Employer. Assignments that qualify for this differential would be limited to multi-grades within a single class section for a full teaching day. This qualification would not include subject matter specialists or other teachers who teach at more than one grade level during the course of a teaching day.

2. A secondary teacher in a teaching assignment required and approved by the Employer that involves at least one hour per day for the full semester in two or more of the following departments or special areas:

- Visual Arts
- Business & Coop. Education
- World Languages
- Family and Consumer Sciences
- Technology Education
- Language Arts
- Mathematics
- Music
- Physical Education & Health
- Natural (Biological) Science
- Physical Science
- Social Studies
- Special Education
- AP Computer Science
- AVID

*Each world language will count as a separate area.

3. A secondary teacher who teaches two or more separate levels of World Language or Visual Arts courses during the same class period.

3. LEAVES OF ABSENCE

3.01 Basic Leave Allowance

A leave allowance of 12 days will be granted for each school year. Leave not used during any school year may accumulate without limit. Basic leave may
be deducted in increments of four hours, six hours, or eight hours for full
time teachers. For part time teachers, leave time may not be deducted in daily
increments greater than the daily increment the teacher is granted at the
beginning of the school year.

3.01.1 Disability Leave

A teacher may use one day of accumulated basic leave allowance for each
regular teaching day the teacher is absent because of illness or physical
disability, including illness or disability resulting from pregnancy or
childbirth. Any teacher who has been absent may be required to present a
statement from a physician verifying an illness and certifying that the
teacher has recovered sufficiently to return to normal duties. Any teacher
absent more than five consecutive working days must present this
certification. If certification is required for an absence of less than six
days, the Employer will designate the physician and pay the physician's fee.
Charges for certification for absences greater than five consecutive working
days will be the teacher's responsibility unless the school district requires
examination by a specified physician.

A teacher who is compensated under the provisions of the Workers' Compensation Act and/or income protection insurance is paid the difference between such compensation received and the teacher's basic salary to the extent of accrued basic leave earned. Deductions are made from the teacher's basic leave accrual according to the pro-rata portion of basic leave used to supplement these benefits. While a teacher is receiving income protection insurance or workers' compensation income replacement benefits, the teacher also remains eligible for the Employer premium contribution to hospitalization-medical coverage.

3.01.2 Disaster Leave - Sick Leave Pool

For the duration of the 2021-2023 Master Agreement, the following language sick leave pool language applies:

Purpose
1. The purpose of the sick leave pool is to support teachers who have
   exhausted their basic leave bank and are themselves or have an immediate
   family member in need of medical attention.
2. The sick leave pool coordinates with Long-Term Disability ("LTD"), which
   begins after teachers have been absent from their position 65 consecutive
   workdays. After 65 consecutive workdays the teacher must apply for LTD or
   return to work.

Sick Leave Committee
3. The sick leave pool is administered by the sick leave pool committee
   composed of 3 employees appointed by EM/E and 1 non-voting member to be
   appointed by the department of Human Resources. The non-voting member will
   assist the sick leave committee in administration of the pool.
Employee Request

4. A written request for use of sick leave pool days must be provided to human resources and accompanied by a licensed physician’s verification that the teacher is unable to work due to the applicant or applicant’s immediate family member’s illness. For purposes of Section 3.01.2, an immediate family member includes a spouse, life partner, parent, child, or other for whom the applicant is a legal guardian.

5. The human resources department will confirm the receipt of the request within 48 business hours and forward the request to the members of the sick leave committee for review.

6. Approval of sick leave requests will be granted based on the eligibility criteria noted below.

Employee Eligibility

7. The teacher must have elected sick leave pool membership during the enrollment period to make a request of the sick leave pool.

8. The sick leave pool is available for use by teachers who have exhausted their basic leave bank and are themselves or have an immediate family member in need of medical attention.

9. The teacher must have exhausted all the teacher’s basic leave allocation.

10. The teacher must provide a licensed physician’s verification that the teacher is unable to work due to the applicant or applicant’s immediate family member’s illness.

11. Teachers who become members of the sick leave pool and who are working less than full-time are eligible for benefits only for the pro-rata portion of the school day for which they are employed.

12. Teachers on long-term leaves of absence or sabbaticals are not eligible for benefits from the sick leave pool.

13. Teachers receiving workers’ compensation are not eligible to draw from the sick leave pool.

14. Sick leave days from the sick leave pool may be drawn only for designated teacher calendar duty days.

15. Benefits from the sick leave pool will end upon a member’s qualification for benefits from the long-term disability insurance plan, the Teachers’ Retirement Association, or Social Security.

16. A teacher cannot exceed the career maximum of 195 days of sick leave pool use inclusive of previous days used as disaster leave under Section 3.01.02.

Donation of Sick Days

17. Teachers will be able to donate their basic leave under Section 3.01 into the sick leave pool during any leave drive. All donated days will be deducted from the teachers’ accrued basic leave totals under Section 3.01.

18. A leave drive will occur annually in September.

19. Should the number of days in the sick leave pool at the end of December be less than 500 days, the sick leave pool committee will decide whether a leave drive will occur or each member of the pool would be required to donate 1 day to remain in the pool.

Membership

20. Teachers are eligible to be a member of the EM/E sick leave pool.

21. To become a member of the EM/E sick leave pool, teachers must donate at least 1 day at the teacher’s full-time equivalency.

22. Teachers must complete and submit a sick leave pool enrollment form to join the sick leave pool.

23. New teachers to the district are automatically enrolled in the sick leave pool and can opt out within the first 30 calendar days from the teacher’s start date.
24. Teachers who have not elected to become a member of the sick leave pool, may elect to become a member during a period of a sick leave pool leave drive by contributing 1 day for each year that the teacher was eligible but declined participation.

25. A written request to withdraw from sick leave pool membership in the sick leave pool must be made to the sick leave pool committee prior to 10 duty days after the first duty day for all teachers.

26. As a condition of making a withdrawal from the sick leave pool, teachers who have accessed the sick leave pool must remain members of the sick leave pool for the duration of their career in the district.

Other Provisions

27. All days donated to the sick leave pool are irretrievable by the donor teacher.

3.01.3 Family Illness or Bereavement Leave

A teacher may use accumulated basic leave provided by the Employer for absences due to an illness, injury or death to the teacher’s family member or nonrelative living in the household that relies on the support of the teacher for reasonable periods. The leave is on the same terms the employee is able to use accumulated basic leave allowance for the teacher’s own illness or injury. The teacher may use accumulated basic leave at no salary deduction. For necessary absence because of the death of friends, the teacher may use accumulated basic leave at no salary deduction.

Medical leave taken under the provision is considered as a leave taken under the Family Medical Leave Act.

Teachers may, without deduction from pay or leave, also attend local funerals when the absence involves approximately two hours and when classes can be arranged for within the staff.

3.01.4 Personal Leave

Up to four days leave allowance during any one regular school year may be used by a teacher for personal leave.

Requests for personal leave must be submitted in writing to the Superintendent or the authorized representative at least three duty days in advance except in cases of extreme emergency.

A teacher making a timely request for personal leave may use such leave unless the teacher is notified that the Superintendent or Human Resources Department has denied the request because it does not meet the established percentage or numerical criteria. A teacher will be notified in writing of the approval or denial of a request for personal leave on or before the second duty day preceding the day requested, except that the Employer always has a minimum of two full duty days within which the request may be denied because it does not meet the established percentage or numerical criteria. No more
than 10 percent of the teachers in any one building will be granted personal leave for the same day. The 10 percent limitation does not restrict such personal leave allowance to less than three teachers in any single building.

On the days preceding and following a holiday, no more than two teachers per elementary building or two percent of the teachers per secondary building will be granted personal leave on the same day. In unusual circumstances, the Superintendent or Human Resources Department may elect to exceed the limitations on the number of teachers on personal leave on any given day.

3.01.5 Religious Observance Leave

Up to three days leave are granted to a teacher for required religious observance. These days must be recognized religious holidays and are not permitted for circumstances where personal alternative attendance options exist. A teacher's use of these days is deducted from the basic leave allowance. Notification must be submitted to the Superintendent, or Human Resources Department, in writing, at least three days prior to such absence.

3.01.6 Additional Personal Leave

One additional personal leave day with pay is granted to any teacher who completed the full prior school year without using any leave allowance for disability leave, disaster leave, family illness or death leave or personal leave, as provided for in Sections 3.01.1, 3.01.2, 3.01.3, and 3.01.4 of the Agreement. This additional leave day may be used at the teacher's discretion upon three duty days of written notice to Human Resources Department subject only to the numerical limitation on numbers of leaves in a single day as specified in Section 3.01.4. The teacher may request that this additional unused leave day be reimbursed at the end of the school year at the current casual substitute daily pay rate.

3.01.7 Attendance Incentive

On behalf of each teacher who meets the following criteria for use of basic leave days in a school year and who has at least 65 accrued basic leave days, the Employer will automatically deposit into the teacher's account with the Minnesota State Retirement System's Health Care Savings Plan ("HCSP") the stated number of days at the causal daily substitute rate. Such deposit will be made by June 30 of each calendar year. The teacher's basic leave day balance will automatically be reduced by an equivalent number of days.

Use of 3 or 4 basic leave days = 2 days at the casual daily sub rate
Use of 1 or 2 basic leave days = 3 days at the casual daily sub rate
Use of no basic leave days = 4 days at the casual daily sub rate
3.02 Compensatory Time

3.02.1 Guidelines

1. The accumulation of compensatory days must be pre-approved by the appropriate principal/supervisor.
2. Compensatory time is earned on a day-for-day basis. Teachers can either receive time off or compensation at the current casual substitute base rate.
3. No more than 10 percent of licensed staff in an individual building may use compensatory time on any given day.
4. No more than two compensatory days may be taken consecutively. Compensatory days may be combined with other leaves, with approval of the appropriate supervisor, one time during a career in the District.
5. Compensatory days may not be taken on District in-service days unless arranged in advance with the building principal or Director of Teaching and Learning.
6. Compensatory usage requests must be made at least three days in advance.
7. No compensatory days may be taken after May 15.
8. There is no carryover of compensatory days from one year to the next.
9. Compensatory day usage is limited to two days per year unless additional time is granted by the appropriate supervisor.
10. Appropriate uses of compensatory days are subject to annual review.

3.02.2 Approved Uses for Compensatory Days

The following guidelines are used when these opportunities are preapproved by the appropriate principal/supervisor:

1. Kindergarten Information Night and Kindergarten Registration: One day per school year.
2. Environmental Learning Camps: Up to two days can be used for accompanying students to camp during each school year.
3. College Recommendation Writing: One day of compensatory time will be granted for a minimum of 12 students who request college recommendations, to a maximum of two days per school year. Only two compensatory days may be used in any school year.
4. Early Conferences: Two days per school year. Kindergarten teachers earn one compensatory day. (Note: Kindergarten teachers have two days in September without students to conduct most of the early conferences.)

3.02.3 Unapproved Activities for Earning Compensatory Days

1. Building, department, and district meetings.
2. Weekend attendance at local, state, and national conventions and other workshops.
3. Lost prep time.
4. Duties performed as part of an extra-curricular position for which a contract has been issued.

3.03 Professional Leave

Professional leave without deduction from pay or basic leave allowance may be approved to permit attendance at professional meetings and subject matter conferences, professional visitations in an approved school system or institution of higher learning, or the carrying out of other professional duties. This leave must be approved in advance by the Superintendent or designee. Teachers applying for this leave will be notified of approval or
rejection within five working days of the application date.

3.04 Workload Relief Days

The purpose of workload relief days is to provide teachers time during the duty day to complete job-related responsibilities. Possible uses include, but are not limited to: lesson planning, team planning, assessing student work, curriculum planning and data analysis.

1. Each teacher will receive one workload relief day each year.
2. Workload relief days may only be used between October 1 and May 15.
3. A teacher must schedule to use a workload relief day at least three days prior to the date(s) requested.
4. Workload relief days are not meant to replace professional leave that traditionally has been granted for specific activities (e.g. curriculum review cycle).
5. Teachers will have no basic leave deduction for using workload relief days.
6. Teams of teachers are encouraged to schedule their workload relief days jointly, though this is not a requirement.
7. Workload relief days may not be used on Monday or Fridays without prior approval from the Human Resources Department.
8. No documentation will be required for teachers to demonstrate how they used the workload relief days.
9. Workload relief days do not carry over from one year to the next year.

3.05 Sabbatical Leave

Sabbatical leave for study or professional improvement may be approved by the Employer. The purpose of a sabbatical leave is to afford current teachers, who have been successful in their teacher endeavors, opportunities to improve and enrich their professional lives. Teachers on intensive assistance are not eligible for sabbatical leaves. In order to be eligible for sabbatical leave, a teacher must have completed at least six full regular school years of employment by the Employer since the later of such teacher's initial date of employment by the Employer or the expiration of such teacher's last previous sabbatical leave.

The Employer may post a request for sabbatical applications relating to school district initiatives. Such proposals will seek qualified applicants with an interest in the topic to consider applying for the sabbatical opportunity. This interest may coincide with the individual's graduate course work and/or final projects.
An application must be submitted by December 15 for a sabbatical leave during the next regular school year. Teachers with less than a master’s degree must have been accepted in a graduate school, have attained at least a bachelor’s degree plus 12 quarter hours graduate credit, and must submit for approval a tentative program leading to an advanced degree. An application by a teacher with less than a master’s degree must satisfy one of the following minimum programs:

(a) 24 semester or 36 quarter hours of graduate work without an assistantship;
(b) 12 semester or 18 quarter hours of graduate work with an assistantship; or
(c) plans to write a graduate thesis or dissertation.

A teacher with a master’s degree or training beyond that degree must include in the application a summary of plans for study, research and/or travel.

A sabbatical leave committee will screen the applications to select a list of finalists for leave consideration. The committee will use the criteria outlined in 3.05.1.1 to select qualified finalists. The selection committee shall include the following members: two district administrators, two principals, one elementary teacher, one mid-level teacher, one high school teacher and one teacher-at-large. The Superintendent or authorized representative will select the administrative representatives and the Union President will select the teacher representatives.

The maximum number of full-time equivalent sabbatical leaves granted for any one school year shall be one and three quarters (1-3/4) percent of the full time teachers provided a sufficient number of applicants meet the qualifications enumerated in 3.05 and 3.05.1, as determined by the selection committee. Fractions over one half (1/2) will be rounded to the next larger whole number. Fractions less than one half (1/2) will be rounded down to the next smaller whole number. Length of leaves may be for a period of one half year (first or second semester) or one full year.

A teacher who is unable to use a sabbatical leave approved by the Board is eligible to reapply for the following year, and will be given priority consideration provided the other sabbatical leave criteria are still met. If the teacher does not reapply, or otherwise fails to qualify for the sabbatical leave, the sabbatical leave will be open to other teachers who have properly submitted applications. In either event, such a sabbatical leave shall not count toward the one and three-fourths (1-3/4) percent limit.
otherwise applicable to that school year.

3.05.1 Sabbatical Leave Candidate Selection

Teachers who have been granted a previous sabbatical leave from the Edina Schools and teachers applying for a travel leave without a plan for at least 12 quarter hours of study will not be considered for sabbatical leave unless additional leaves are available after all other qualified candidates have been selected.

The following procedure is used in determining which qualified applicants receive sabbatical leave:

(a) The qualified applicants are divided into two divisions: elementary and secondary. Teachers shall be placed in the elementary division if their duty day is primarily associated with early childhood through grade five. Teachers shall be placed in the secondary division if their duty day is primarily associated with students in grade six through grade twelve. Teachers whose job assignments do not clearly align with these grade levels must, in their applications, select either the elementary or secondary division. Teachers may submit an application in only one division each application period.

(b) The qualified applicants in each division shall be divided into two categories, BA and MA. Teachers who are below the MA level on the salary schedule shall be placed in the BA category. Teachers who are on the MA level or above on the salary schedule shall be placed in the MA category.

(c) Sabbatical leaves are granted in the elementary and secondary divisions in the same proportion as total teachers in the elementary and secondary divisions in the school system. The definition of elementary and secondary teachers will be as previously defined in 3.05.1. Calculations shall be rounded to the nearest whole number.

(d) In each division sabbatical leaves are granted in the BA and MA categories in the same proportion as total BA and MA teachers in the division. The definition of BA and MA teachers will be as previously defined in 3.05.1. Calculations are rounded to the nearest whole number.

(e) In the event of a deficiency of applicants in one or more of the categories, qualified applicants from the other category in that division will fill the vacancy or vacancies.

(f) In the event of a deficiency of qualified applicants in a division, qualified applicants from the other division will fill the vacancy or
vacancies.

The proportional allocations described in paragraphs (c) and (d) do not apply until at least one sabbatical leave has been allocated to each of the BA and MA categories at both the elementary and secondary divisions. If there are fewer than five sabbatical leaves available in total, they will be granted on the basis of factors listed below.

3.05.1.1 Selection Criteria

The sabbatical application form will provide applicants with direction and proposal evaluation criteria. The following factors will be considered in selecting the list of qualified applicants and in determining which qualified applicants should receive a sabbatical leave if there are more qualified applicants than sabbatical leaves available. These factors are not listed in priority order.

1. Proximity to degree sought. With current emphasis upon attainment of advanced degrees, those teachers who are closest to fulfilling requirements for an advanced degree will be most likely to confer the greatest benefit upon the District and themselves by receipt of a sabbatical leave. In addition, those who expended the energy, time, and financial resources in earning graduate credits would be most likely to make optimum use of the educational opportunities provided by the sabbatical leave.

2. Relevance of qualified applicant's program to their role in the District. The applicant should clearly identify within the application how the sabbatical proposal is relevant to the applicant’s role in the District and how it relates to District initiatives and how it relates to student achievement. The school's primary objective in a sabbatical leave program should be to enhance the teacher's competence in his or her present function rather than to provide mobility from one field to another. For example, a teacher working toward an advanced degree in her/his teaching field should have priority over a teacher working toward a degree in administration or counseling. Programs specifically leading to degrees in other professional fields, including, but not restricted to law or medicine, shall not be approved for sabbatical leave.

3. Relevance to goals and strategic plans of the district and/or school building. The applicant should clearly identify within the application how the sabbatical proposal is relevant to school district initiatives and how it relates to student achievement.
4. Length of Service. After the above factors have been considered, if two or more candidates are considered equal, remaining leaves shall be granted on the basis of seniority in the district.

5. Applicants will be informed in writing of the final status of their sabbatical application by January 15. For applicants whose applications were denied, sufficient feedback will be provided to assist the applicant should he or she decide to reapply for a sabbatical leave in the future.

A sabbatical leave for one regular school year is conditioned upon agreement by the teacher to return to teach for the Employer for at least two full regular school years following the leave. A sabbatical leave for one-half (1/2) of a regular school year is conditioned upon agreement by the teacher to return to teach for the Employer for at least one full regular school year following the leave. If a teacher chooses not to return for service following sabbatical leave, the teacher will refund to the District the total cost of basic salary and benefits paid to the teacher while on sabbatical leave. Benefits costs to be reimbursed include: FICA, TRA, Health, Dental, Life Insurance, and LTD Insurance.

A teacher must secure written approval from the Superintendent or designee if the teacher desires or intends to significantly alter the approved sabbatical leave plan.

3.05.2 Sabbatical Leave Salaries

A teacher's salary while on the sabbatical leave will be 50% of the annual basic salary such teacher would have received in the absence of a sabbatical leave, except that the salary of a teacher who has completed at least 11 full regular school years of employment by the Employer since the termination of the last sabbatical leave for such teacher will be 75% of such annual basic salary. However, compensation by the Employer during a sabbatical leave shall in no event exceed a sum which, when added to all grants, aids, G.I. Bill and similar payment (but excluding compensation for services rendered for assistantships and the like) equals the total basic annual salary such teacher would have received in the absence of the sabbatical leave.

Salary for a part-time sabbatical leave shall be pro-rated for the period of the leave.

Those teachers eligible to receive 50% of annual basic salary may elect to receive 75% of annual basic salary for the period of the leave and 75% of annual basic salary for a succeeding equal period of time.
A teacher on sabbatical leave remains eligible, upon request, for participation in all insurance programs for teachers. The Employer contribution toward such insurance coverage shall bear the same ratio to the normal Employer contribution for such teacher in the absence of a sabbatical leave as the ratio of such teacher's salary while on sabbatical leave to such teacher's annual basic salary. Each teacher electing to continue insurance coverage while on sabbatical leave shall contribute, through payroll deduction, any excess premium over the Employer contribution.

3.05.3 Changes in Training Level

Individuals selected for sabbatical leaves may apply for a change of training level if all appropriate work has been completed by June 30 of the summer immediately preceding the leave.

This request for increased training level shall be made in a timely fashion to conform with the provisions of Section 2.06.

3.06 Long Term Leaves of Absence Without Pay

Long term leaves of absence without pay may be requested. To be eligible for this leave a teacher must have completed five full regular school years of service with the Employer. This leave does not commence prior to the teacher's sixth year of employment.

All long term leaves of absence except for medical reasons must be requested prior to February 1. If the criteria are met, the leave will be approved by the Employer for an initial period of one regular school year, except that a leave of absence due to medical reasons, if approved, will be for an initial period of the remainder of the regular school year in which such leave begins. Not later than February 1 of each regular school year, a teacher on a long term leave must either notify Human Resources Department of intent to return at the beginning of the next regular school year or request a renewal of the long term leave of absence. Failure of the teacher on long term leave of absence without pay to notify of the intent to return or renew is deemed a resignation and the teacher's employment with the district will be terminated. Each renewal of a long term leave of absence will be for a period of one year. No long term leave will be for a total period of more than five years.

A teacher granted a long term leave of absence will be returned to employment at the end of this leave of absence to a position for which the teacher is licensed. Failure to return upon expiration of the leave of absence will result in termination of employment.
A teacher on a long term leave of absence remains eligible, upon request, for participation in all insurance programs for teachers other than income protection insurance but must pay the entire premium for any elected insurance coverage. Premium payments must be received by the business office at least one month in advance.

No teacher will be granted experience credit while on long term leave of absence.

3.06.1 Career Change Leave of Absence

A teacher may request a leave of absence during a school year under the following circumstances:

1. The purpose must be for a career change opportunity only.
2. The Employer reserves total discretion to grant or deny such a request, and to establish the effective date of such leave if granted. No teacher, nor the Union, has any cause, whatsoever, to seek redress or review of the decision of the Employer on such a request, nor shall such decisions be subject to arbitration.
3. A leave of absence granted during the school year, regardless of how many duty days have been served by the teacher, is considered a full year leave of absence and no experience credit for that year will be granted.

All provisions and requirements enumerated in Section 3.06 (Long Term Leaves of Absence Without Pay) apply unless expressly superseded above.

3.07 Parental Leave

3.07.1 Parental Leave Without Pay

A teacher will be granted a leave of absence without pay for a period of up to 12 months for the purpose of providing full-time care for a newborn or newly-adopted child or children. Whenever possible, the teacher will submit a completed Request for Leave of Absence Form for this parental leave without pay to the Human Resources Department at least four months prior to the expected commencement of the leave. The Employer will use a long-term substitute, if necessary, to fill a vacant position resulting from a parental leave.

Once a parental leave without pay has started, use of accumulated disability leave may no longer be available for the remainder of the leave without pay.

Following return to active teaching duty, the teacher will be credited with the amount of the teacher’s unused leave allowance as of the date of commencement of the unpaid parental leave.
3.07.2 Parental Leave with Pay

A teacher may use up to 30 days of accumulated basic leave for the birth of a child. These days need not be consecutive. Plans that include non-consecutive days are subject to mutual agreement between the Employer and the teacher. These days may be used by either parent prior to and/or after a period of physical disability arising out of the birth of a child.

1. All teachers may use one day of accumulated basic leave allowance for each duty day the teacher is absent because of illness or disability resulting from pregnancy or childbirth.
2. 10 days or more: A teacher who uses 10 or more accumulated basic leave days for illness or disability resulting from pregnancy or childbirth may use an additional 20 days of accumulated basic leave for the birth of a child as parental leave with pay.
3. Less than 10 days: A teacher who uses less than 10 accumulated basic leave days for illness or disability resulting from pregnancy or childbirth may use an additional accumulated basic leave, up to a total of 30 basic leave days, for the birth of a child as parental leave with pay.
4. The teacher must have accumulated basic leave adequate to cover the paid leave time. All basic leave days used will be deducted from accumulated basic leave days.

Examples of application of this provision can be found in Appendix G.

3.07.3 Parental Leave for Adoption

By mutual agreement between the Employer and the teacher, a teacher may use up to 30 days of accumulated basic leave prior to and/or after the adoption of a child. These days need not be consecutive.

3.07.4 Other Parental Leave Provisions

In approving a parental leave of absence, the Employer will confirm to the teacher approval of the parental leave, including the date on which the parental leave will end. A teacher may return to work prior to the date designated in the approved parental leave only if approved by the Employer at its sole discretion. Failure to return to work on the designated date will be considered a voluntary termination of employment unless a leave extension is approved by the Employer. If the parental leave includes a period of disability for the teacher, the teacher must provide the Employer with medical certification of ability to work.

A teacher returning from parental leave will be returned to the position held when placed on leave, or if not available, to any other position for which the teacher is licensed, subject to the reduction of position provisions of this Agreement.

A teacher on parental leave remains eligible, upon request, for participation in all insurance programs for teachers other than income protection insurance but must pay the entire premium for all selected insurance
coverage. Premium payments must be received by the business office at least one month in advance.

3.08 Judicial Leave
A teacher called for jury duty or who is subpoenaed is compensated for the difference between the teaching pay and the pay received for the performance of this obligation.

3.09 Leave for Holding Public Office
A leave of absence not to exceed four years is granted to any teacher upon application for the purpose of serving in a public office at the local, county, state, or national level. No teacher will be granted experience credit while on this leave of absence.

3.10 Military Leave
Leaves of absence for military service will be granted in accordance with all requirements of federal and state law.

A teacher on military leave is not eligible for insurance coverage while on leave, except as provided in Minn. Stat. §192.26, and except that such teacher may request continued life insurance coverage. The amount of life insurance coverage available through the Employer will be reduced by the amount of life insurance coverage provided by the government. All premiums for this continued life insurance coverage are paid by the teacher. Premium payments must be received by the business office at least one month in advance.

3.11 Selective Service Physical Examination
Teachers called for a selective service physical examination are granted a day of leave without loss of pay if this examination occurs during the duty day.

3.12 Non-Instructional Positions for Teachers
The Employer may create special positions for teacher who serve the Employer in a unique capacity. The purpose of these positions is to utilize the experience, licensure, formal education, and special skills of individual teachers to perform unique, seasonal, and/or support tasks to augment the duties necessary for completion of the District’s mission. The potential number of these positions will be determined at the sole discretion of the Employer. These special positions for teachers may be posted as teacher coordinators, teacher facilitators, coaches (e.g. peer, rigor, literacy), specialists, or
teacher on special assignment positions ("TOSA"). Any special positions as part of the alternative compensation program are bound by the terms of the program and any alternative compensation agreements. TOSA positions will be posted by the Employer as such a position.

In the event a non-instructional teaching position extends beyond one year, continuance of a teacher serving in such position is contingent on a satisfactory review of the teacher's performance. The Employer reserves discretion to grant or to deny the continuance of a teacher in a non-instructional teaching position beyond one year. No teacher nor the Union has cause, whatsoever, to seek redress or review of the decision of the Employer to not continue a non-instructional teaching positions beyond one year, nor will its decisions be subject to arbitration.

In the event an incumbent in a non-instructional teaching position is not renewed for a position that extends beyond one year, the position will be posted. If the duration of the non-instructional teaching positions is less than seven years, the teacher will be returned to the same position held prior to the non-instructional assignment or if not available, to any other position for which the teacher is licensed. If the duration of the non-instructional teaching positions is seven years or more, the teacher will be placed in a position of the teacher's licensure.

If the TOSA position extends for a duration more than three school years, the district will post the position for application every three years. The Employer may use its discretion to post the position internally or externally, during the spring staffing for other interested applicants. The incumbent in the TOSA position may also apply for the TOSA posting. Preference for the TOSA postings will be given to teachers with successful teaching experience with the Employer.

3.13 Superintendent Discretionary Leave

Other types of absence not included herein are subject to the discretion of the Superintendent.

3.14 Shared Contracts

Teachers sharing a contract will be granted a half-time (.5) leave of absence.
4. INSURANCE

4.01 Group Insurance Policies
   a. During the term of this Agreement, the Employer will provide all
      teachers who work 30 or more hours per week the program of group insurance
      coverage described in this Section. Part-time teachers contracted to work at
      least 20 hours per week but less than 30 hours per week are eligible for
      prorated Employer insurance premium contributions but must pay any additional
      premium through payroll deduction. A teacher’s eligibility for benefits is
      governed by the terms of the master insurance contracts in force between the
      Employer and the insurers providing such coverage. If there is a change in
      any of the employer sponsored group insurance plans or carriers that the
      bargaining unit has committed to participate in, the matter will be referred
      to the Insurance Committee for recommendation to management.

   b. Basic life, accidental death & dismemberment (“AD&D”) and income
      protection insurance coverage are based upon a teacher’s salary for required
      annual duty days and FTE based upon the school year calendar and does not
      include optional duty days during the summer. Teachers required to work duty
      days in addition to the regular 184 day work year will be provided basic
      life, AD&D and income protection insurance coverage based on a salary that
      includes the additional required duty days. Basic life, AD&D and income
      protection insurance coverage for teachers who are on an unpaid leave during
      the duty year is reduced by the amount of salary reduction incurred by the
      unpaid leave.

4.02 Life Insurance and Accidental Death and Dismemberment Insurance
   Each full-time teacher is eligible for basic group term life insurance
   coverage in an amount equal to one and one-half (1 1/2) times the basic annual
   salary specified in such teacher's individual contract rounded up to the next
   higher $1,000, if not already a multiple of $1,000.

   Example: A teacher whose basic annual salary is $30,000 would be
            insured for $45,000.

   Salary for the purpose of life insurance means the compensation
   provided under Appendices A & B of this Agreement, as modified by paragraph
   4.01(b) if applicable. Teachers required to work duty days in addition to the
   regular 184 day work year, excluding optional duty days served during summer
   months, will be provided life insurance coverage based on a salary that
   includes the additional required duty days. Life insurance for teachers who
   are on an unpaid leave during the duty year is reduced by the amount of salary
reduction incurred by the unpaid leave.

Each full-time teacher is eligible for accidental death and
dismemberment insurance coverage in whole thousands to an amount equal to three
times the whole thousands of basic annual salary specified in such teacher's
individual contract. Salary for the purpose of accidental death and
dismemberment means the compensation provided under Appendices A and B of this
Agreement, as modified by paragraph 4.01(b) if applicable. The Employer pays
the entire premium for this coverage.

Each full-time teacher may apply for supplementary group term life
insurance coverage in multiples of $10,000 from $10,000 to $300,000. Teachers
electing this coverage may also apply for dependent coverage in multiples of
$5,000, from $5,000 to $300,000 for the spouse not to exceed the amount of the
teacher’s supplemental coverage. Teachers electing supplementary coverage for
themselves may also elect dependent life insurance in the amounts of $2,500,
$5,000 or $10,000 for each dependent child under age 19. Premiums for all
supplementary coverage must be paid by the individual teacher through payroll
deduction.

Life insurance coverage is reduced by 35% when an employee reaches
age 70.

4.03 Income Protection Insurance

Full-time teachers are eligible for income protection insurance. The
Employer contributes 100% of the premium cost of the income protection plan
as provided by the insurance policy between the carrier and the Employer. In
the event of a disability, the plan provides an income benefit equal to 2/3
of the salary. Salary for the purpose of income protection insurance means
the compensation provided under Appendices A and B of this Agreement, as
modified by paragraph 4.01(b) if applicable. Teachers required to work duty
days in addition to the regular 184 day work year, excluding optional duty
days served during summer months, will be provided income protection coverage
based on a salary that includes the additional required duty days.
Eligibility for disability benefits under this plan commences after a waiting
period of 65 duty days and continue through the end of the disability, or
until age 70, whichever comes first.

4.04 Hospitalization-Medical Insurance

Each full-time teacher may enroll for Single, Single + One, or Family
coverage in the Employer's hospitalization-medical insurance program(s).
Participation in these programs is voluntary.
The monthly Employer contribution follows:

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Effective 07/01/21</th>
<th>Effective 07/01/22</th>
<th>Effective 01/01/23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$662</td>
<td>$662</td>
<td>$670</td>
</tr>
<tr>
<td>Single + One</td>
<td>$1086</td>
<td>$1086</td>
<td>$1098</td>
</tr>
<tr>
<td>Family</td>
<td>$1437</td>
<td>$1437</td>
<td>$1452</td>
</tr>
</tbody>
</table>

If the teacher selects a hospitalization-medical insurance plan for which the monthly premium is less than the Employer contribution, the Employer will deposit, into the teacher’s health savings plan, the difference between the Employer contribution and the amount of the monthly premium.

Each teacher enrolled in the program contributes, through payroll deduction, any excess of the semi-monthly premium over the Employer contribution toward the type of coverage for which the teacher has enrolled.

If two full-time employees in this unit are married and covered under one Family or one Single + One policy and one spouse has waived coverage, the employee enrolled in the coverage will receive the following monthly contribution:

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Effective 07/01/21</th>
<th>Effective 07/01/22</th>
<th>Effective 01/1/23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single + One</td>
<td>$1749</td>
<td>$1749</td>
<td>$1768</td>
</tr>
<tr>
<td>Family</td>
<td>$2097.33</td>
<td>$2097.33</td>
<td>$2118</td>
</tr>
</tbody>
</table>

4.05 Hospitalization-Medical-Dental Insurance

EC/FE teachers who are assigned hours in the Early Learning Center under the Community Education Services’ (“CES”) Guidebook may combine their EC/FE hours and CES hours to determine eligibility for Hospitalization-Major Medical insurance benefits.

4.06 Dental Insurance

The Employer provides a dental insurance program for full-time teachers. Participation in this program is voluntary. Each teacher enrolled in the program contributes, through payroll deduction, any excess of the semi-monthly premium over the Employer contribution toward the type of coverage for which the teacher is enrolled. The monthly Employer contribution follows:

<table>
<thead>
<tr>
<th>Monthly Employer Contribution</th>
<th>Effective 07/01/21</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$61</td>
</tr>
</tbody>
</table>

If two full-time teachers in this unit are married and covered under Family or Single + One policy and one spouse has waived coverage, the teacher...
enrolled in the coverage will receive up to the following monthly contribution:

<table>
<thead>
<tr>
<th>Monthly Employer Contribution</th>
<th>Effective 07/01/21</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$117</td>
</tr>
</tbody>
</table>

In no case will the teacher enrolled in the coverage receive more than the total annual premium rate for the plan in which the teacher is enrolled.

4.07 Liability Insurance
The Employer will provide advance notice to the Union and the opportunity to bargain before implementing any change reducing the scope of the liability insurance coverage for teachers provided by the Employer.

5. DUTY DAYS AND HOURS

5.01 Duty Days
The School Board will establish the school calendar for the succeeding school year prior to April 1 each year. The number of duty days for the school year is 184 days. The School Board adopted calendars are attached hereto and are a part of the Agreement (Appendices F and G).

The following changes must be mutually agreed to by the Employer and the Union in a Memorandum of Understanding:

1. Any change to the length of the student instructional day beyond 5 minutes at any site;
2. Any school calendar that starts prior to August 15 or ends after June 15; or
3. Any school calendar that requires any teacher to work a “stretch” calendar in which some duty days are scheduled outside the parameters of #2 above.

Each year, teachers have three data days: one at the semester break, one at the end of the school year, and one floating day at either the beginning or end of the school year. Each building determines when its floating data day occurs. Data days are reserved for teachers to complete their job responsibilities individually. A data day is a day in which a teacher will not be required to attend a district or building meeting.

5.01.1 Newly-Hired Teachers
All teachers hired by Edina Public Schools will work up to three additional duty days during their first year in the District. Teachers will be compensated at their daily pro-rata amount for each of the additional duty days.

Additionally, teachers in their first year of teaching in the District
who have less than three full years of full-time, creditable teaching experience as determined by the District will be required to participate in the New To Edina Teacher Training ("NETT") program. This program will be offered for graduate credit or for District credit toward increases in training levels on the salary schedule.

5.01.2 Flexible Delivery of Professional Development

The Employer and Union agree that there may be opportunities to deliver building or district professional development that occur beyond the scheduled duty day (e.g. online employee development, evening or weekend sessions). When such opportunities arise, the Employer and Union will work collaboratively to establish memoranda of understanding to address any variances from the School Board approved calendar.

5.02 Salary Deduction and Pay

When salary deductions are required for duties not performed and not covered by leave policies, they shall be made at the rate of 1/184 for teachers. Positions requiring basic contract service beyond the normal school year shall be prorated on the same basis (i.e. 1/184) of annual basic salary to be added for each additional day of service beyond that in the normal school year.

5.03 Legal Holidays and Emergency Closings

Each teacher performs services on those duty days designated by the Employer, including those legal holidays on which the Employer is authorized to conduct school. Instruction days canceled due to energy shortages, severe weather or any other emergency may be rescheduled at the Employer’s discretion, and teachers will perform services on these rescheduled days, if any. The rescheduling of canceled days may include adjustments in the length of the work day (e.g. to allow a 4-day work week of longer work days), provided that the total weekly hours required of a teacher are not increased. If canceled days are made up, the Employer will make reasonable efforts to reschedule these days prior to the last regularly scheduled work day for the school year. See the MOU entitled Flexible Learning Days for additional information regarding emergency closures.
5.04 Hours of Employment

Each teacher is expected to devote 40 hours per week to the performance of basic duties. Daily time schedules are as established by the Employer, with the length of the overall teacher's day being eight hours inclusive of a one-half (1/2) hour, duty-free lunch period. All professional learning communities ("PLC")/collaborative team time is scheduled within the duty day.

5.04.1 Changes in Days and Hours

The Employer recognizes the right of the Union to meet and confer regarding the rescheduling of days, changes in the length of the work day, and any other changes in the school calendar.

5.04.2 Hours of Employment: Online Learning

Teachers whose assignment includes either online courses or blended courses (i.e. courses with both an online and traditional classroom component) may have their duty day schedule adjusted to reflect their online responsibilities, as agreed to by the Employer, teacher, and exclusive representative. Adjustments should address the Agreement’s expectations for a 40-hour work week, and eight-hour duty day, prep time, and duty-free lunch. A variance from the normal duty day must be forwarded in writing by the individual teacher to the Assistant Superintendent and the exclusive representative for approval.

5.05 Preparation Time

The amount of preparation time per day for each teacher may be up to 10 minutes less than the daily allocated minutes, provided that the total number of minutes of preparation time in a given week is equal to or greater than the daily average of allocated minutes per day multiplied by the number of days worked that week as provided for in Minn. Stat. §122A.50. Preparation time will be allocated in one or two blocks of time. A request for a variance from the above must be forwarded in writing by an individual teacher to the District and to the exclusive representative for approval.

5.06 Duty-Free Lunch Period

All teachers will have a one-half (1/2) hour, duty-free lunch period. No duties, unless mutually agreed to by teacher and Employer, are assigned during the duty-free lunch period except in the case of emergency to protect the health and safety of students and the property of the Employer.

5.06.1 Teachers Assigned to More Than One Building

Teachers assigned to more than one building ("traveling teachers") during any one duty day receives a one-half (1/2) hour duty and travel-free lunch hour. Traveling teachers receive a minimum of 20 minutes to travel from building to building. The overall length of the traveling teacher's day is eight hours inclusive of a one-half (1/2) hour lunch period.
Traveling teachers assigned to more than one building will be provided space at each building for their scheduled time at the building. Traveling teachers assigned to more than one building will receive preparation time in accordance with Section 5.05.

5.07 Supervisory Responsibilities

In addition to basic responsibilities for pupil direction and supervision in a direct teaching capacity, teachers may be required to perform supervisory functions in non-instructional situations for up to 5 hours annually as a part of their basic duties. Teachers assigned to more than one building in a school year are exempt from this requirement. As a part of such duties, a secondary teacher may be required to supervise up to one evening activity (e.g. dances, parties, plays) each school year.

If it is necessary for additional supervisory assignments to be made during the school year, administrators will first seek volunteers to fill these assignments. If volunteers do not fill the additional supervisory assignments, the assignments will be made by mutual agreement or on a reverse seniority basis (i.e. the least senior teacher in the building will receive the first extra assignment for one day, then the next least senior teacher, etc.).

Periodically, it is necessary for principals to utilize teachers in a supervisory capacity during their unassigned period. If teachers are assigned direct supervisory responsibilities outside the instructional area in excess of 5 hours during the regular school year, they will be compensated at the rate of 1/1472 of their annual basic salary for each hour of the assignment beyond the 5 hours.

Teachers who are required by the building administrator to substitute for another teacher during their unassigned period (minimum of 45 consecutive minutes) are compensated at the rate of 1/1472 of their annual basic salary for each hour of this assignment. Hours for which a teacher is compensated under this provision are not counted toward the 5 hour annual supervisory requirement. The provisions of this section do not apply to substituting responsibilities requested by another teacher, as approved by the building administrator.

If there is no available substitute for a class, and a teacher is assigned to provide coverage, students may be divided among other teachers' classrooms. The teachers who gain students are compensated at the rate of 1/1472 of their annual basic salary for each hour of such assignment.

If non-grade level or non-classroom teachers have their regular student
contact responsibilities cancelled because they are re-assigned to provide substitute coverage, due to the shift in the normal workload the teacher is compensated at the daily sub rate.

5.07.1 Records Maintenance

Building principals, or their designees, will keep a record of such non-instructional supervisory assignments. This record is available for inspection upon request.

Supervisory responsibilities as described herein do not include activities that are incorporated in the Extracurricular, Extra Service, or other salary schedules for which compensation has been established, or meetings and conferences initiated by the building principal.

5.08 Secondary School Advisory

Secondary School Advisory is a time for teachers to check in with students on academic progress and provide academic and affective support to a small group of students. Advisory may consist of the following:

1. Grade/progress checks with students.
2. Conferences scheduled with parents of advisory students.
3. Provided advisory lesson plans. Teachers are not expected to create lessons for advisory. When lessons or presentations are necessary, they will be created by administration or an advisory planning committee. Teachers chosen to serve on the advisory planning committee will receive an annual stipend of $1,000. Although teachers will not be responsible for creating lesson plans, it is recognized that it will take time to prepare for the presentations of weekly lesson or presentation and to prepare for student grade checks, so advisory time will be included in the calculations for daily prep time.

6. UNREQUESTED LEAVES OF ABSENCE

6.01 Purpose

The Article sets forth a plan for providing unrequested leaves of absence without pay for as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts, or other reason permitted by law. This Article has been agreed upon by the Employer and the Union pursuant to the provisions of Minn. Stat. §122A.40, Subd. 10.

6.02 Seniority Date

Seniority is based upon continuous and unbroken employment with the
Employer from the most recent date of hire, including periods of employment outside the appropriate unit and periods on authorized leaves of absence.

Each teacher employed pursuant to Minn. Stat. §122A.40 will be assigned a seniority date based on the first day of actual service for the Employer. The original seniority date is retained a teacher who has been terminated by resignation or termination pursuant to Minn. Stat. §122A.40 but whose employment was subsequently reinstated by the Employer without interruption of service for any other reason.

6.03 Seniority List

The full-time and part-time seniority lists are a single seniority list, with the seniority number reflective of teachers’ teaching status on June 30, 2009. All full-time teachers employed in the District on June 30, 2009, have a greater seniority number than the part-time teachers employed on June 30, 2009.

Teachers who begin their service after July 1, 2009, will be placed on the single seniority list.

Any teacher on the seniority list described in this section who subsequently is employed as an EC/FE or hourly teacher retains the seniority number on this seniority list in addition to having a seniority number on the appropriate EC/FE or hourly teacher seniority list.

6.03.1 New Licenses

A new license becomes effective on the date it is filed with the Human Resources Department. Only those licenses filed on or before May 1 or the date of Board action eliminating positions, whichever is earlier, may be used to exercise bumping rights. Only those licenses filed before a notice of recall is issued may be used for recall rights.

6.03.2 Licenses

Teachers are not entitled to another position in which they are licensed if they fail to renew the license in the area which they are currently employed.

6.04 Seniority List Preparation

The Employer will prepare a seniority list in order of seniority number, the seniority list contains the teacher’s seniority number, seniority date, name and area(s) of licensure for each teacher. All individual signed contracts are time-stamped upon receipt by the office of the Human Resources Department and listed on the seniority list in the order in which their signed contracts
were received. The Employer will provide one copy of the list to the Union and will post one copy of the list in each school building on or before December 1 of each year.

The seniority lists are "approved" and conclusively deemed correct for all future years if there is no grievance filed within 30 days of the posting. No teacher has the right in any subsequent year to grieve the teacher's seniority ranking relative to other teachers if that ranking was included in an earlier approved list. Teachers newly added to a seniority list may challenge the correctness of their placement on the list within 30 calendar days after the date of posting. In the event that no grievance is filed within 30 days, the new information is incorporated into the approved list.

6.05 Unrequested Leaves of Absence

The Employer may place on unrequested leave of absence as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts, or other reason permitted by law. In the reduction of teachers in any field in which licensing is required by the PELSB, teachers so licensed and currently teaching in this field will be placed on unrequested leave of absence in the inverse order of their position on the seniority list. No teacher who has acquired continuing contract rights will be placed on unrequested leave of absence while a probationary teacher is retained in a position for which the continuing contract teacher is qualified and licensed.

If an unrequested leave of absence for any teacher would result in any violation of the Employer's affirmative action program, the Employer may retain the teacher with less seniority and the next senior teacher in the field will be placed on unrequested leave of absence. Any teacher placed on unrequested leave of absence pursuant to this Section 6 will be notified, in writing, by personal delivery or U.S. mail, of this placement or unrequested leave of absence by the date required by law (currently July 1), together with a statement of the reasons for the placement. This notification must be sent simultaneously to the Union.

6.06 Bumping Rights Procedures

The Employer provides written notice by personal delivery or U.S. mail to each teacher it proposes to place on unrequested leave of absence. This notification is sent simultaneously to the Union. A teacher proposed to be placed on unrequested leave of absence (whether or not a member of the appropriate unit) may elect to displace the teacher with the most recent
seniority number who is employed in a position for which both are qualified and licensed by the PELSDB. A teacher so displaced is notified of proposed placement on unrequested leave. A teacher is considered to be "qualified" for the purpose of this Article only if the teacher has a major in the subject matter or field and full time licensure by the PELSDB. A teacher must provide written notice stating that the teacher is exercising bumping rights to the office of the Human Resources Department within 10 calendar days from the date of notice of placement on unrequested leave of absence. If the Employer gives written notice stating its determination that there are no positions into which the teacher is entitled to bump, the teacher has 10 calendar days from the date of notice to review the District’s assignment schedules and specify in writing all teaching positions into which the teacher claims to be entitled to bump. No bumping rights may be exercised into a position not identified. A teacher placed on unrequested leave of absence pursuant to this Article must be notified, in writing, by personal delivery or U.S. mail by the date required by law (currently July 1). This notification is sent simultaneously to the Union.

6.07 Status While on Leave

An unrequested leave of absence is effective no later than the close of the school year or at such earlier time as mutually agreed between the Employer and the individual teacher. A teacher placed on unrequested leave of absence remains eligible for group insurance benefits at the teacher’s expense. A teacher electing to continue group insurance benefits must arrange for the prepayment of premiums through the District’s group insurance administrator on a monthly basis. A teacher on unrequested leave may engage in teaching or any other occupation during the period of this leave and may be eligible for unemployment compensation pursuant to the criteria for eligibility under the Unemployment Insurance Law.

6.08 Recall

Except as otherwise provided in this Section, no new teacher will be employed by the Employer while there is available on unrequested leave of absence a teacher who is properly qualified and licensed to fill the vacant position. A teacher placed on unrequested leave of absence will be recalled, as positions become available, to the position from which the teacher was placed on leave or to any other position for which the teacher is qualified and licensed. Reinstatement is in the inverse order of placement on leave: the last teacher placed on unrequested leave of absence who is qualified and
licensed for the position is the first teacher recalled to an available position.

Notice of recall by the Employer is complete upon mailing the notice by certified mail addressed to the last known address provided by the teacher to the Human Resources Department, or by personal delivery, with this notice sent simultaneously to the Union. If notice of recall is given to any teacher on or after August 16 of any school year, the teacher has the right to defer the effective date of return to actual service until the beginning of the next succeeding school year; provided, however, that any teacher so deferring the date of return to actual service signs an individual teacher contract for the next succeeding school year. A teacher who was granted an approved leave of absence prior to placement on unrequested leave of absence also has the right to defer the effective date of recall to return to actual service until the expiration date of the original approved leave of absence but must sign an individual contract for the return to work. Teachers with current classroom teaching assignments are not eligible to return to a mid-year vacancy occurring after September 15 but have the effective date of return to actual service deferred to the beginning of the next succeeding school year, provided that the teacher signs an individual teacher contract for the next succeeding school year.

Any teacher accepting recall must notify the Employer of this acceptance in writing, by certified mail, including notification of any election to defer the effective date of return to actual service, within 15 calendar days after the mailing date of the notice of recall. In the event a teacher accepts recall but the effective date of return is deferred, the Employer is free to fill the vacant position on a temporary basis from any source, without regard to teachers remaining on unrequested leave of absence. The Employer is also free to fill any position on a temporary basis pending completion of the recall procedure.

A teacher on unrequested leave of absence will not lose recall rights by reason of refusal to accept a position for which the teacher is qualified and licensed which has fewer hours per week than contracted for at the time of being placed on unrequested leave of absence.

6.08.1 Involuntary Transfer of Senior Teachers

The Employer is not required to transfer more senior teachers involuntarily for the purpose of affecting the order in which less senior teachers are placed on unrequested leave, or bumped, or recalled from unrequested leave. The Employer may continue to assign varying class
sections in two or more fields to any full-time position combining such fields that was in existence in the school year preceding the year of placement of teachers on unrequested leave of absence. The Employer is not required to split existing full-time assignments combining more than one field into separate part-time positions for the purpose of affecting the order in which teachers are placed on unrequested leave, or bumped, or recalled from unrequested leave; provided, however, that a teacher who has ten years or more of seniority as of September 1 of the current school year who would otherwise be placed on unrequested leave may continue to require that a combination full-time assignment be split into separate part-time positions in order to avoid being placed on unrequested leave. Teacher assignments will continue to be governed by the criteria set forth in Section 1.04.4.

6.09 Termination of Rights
A teacher's seniority rights, unrequested leave of absence, and recall rights, if any, terminate upon the earliest of the following events:
(a) Resignation;
(b) Retirement;
(c) Discharge or termination of contract;
(d) Failure to return at the expiration of a leave of absence;
(e) Failure to give written notification to the Employer accepting recall, including notification of any election to defer the effective day of return to actual service, within 15 calendar days after the date of receipt of notice of recall; or
(f) The expiration of five years from the effective date of an unrequested leave of absence without recall, or a period equal to the teacher's length of active service, whichever is less.

6.10 Probationary Period

Minnesota law provides that the Employer may decline to renew a teacher's contract during a probationary period, pursuant to Minn. Stat. §122A.40, Subd. 5. At its sole discretion, the Employer may send to such teacher and to the Union a notice of intent to recall a probationary teacher to future vacancies. Any probationary teacher to whom a notice is sent is entitled to recall, in seniority order, after licensed and qualified continuing contract teachers have been recalled, according to the recall
procedures in this Article. Recall rights under this Section expire after a period equal to the length of the teacher's active service.

6.11 Teachers on Unrequested Leave Serving as Long Term Substitutes

When the Employer knows at the time a long-term substitute position is filled that the position will last for 30 duty days or more, the long-term substitute position will be offered, in order of seniority, to teachers on unrequested leave of absence who are qualified and licensed for the position. The Employer may give notice of the available substitute position to more than one teacher at a time and may require timely acceptance of the offer. A teacher on unrequested leave of absence who accepts a long-term substitute contract remains on unrequested leave of absence but is paid such teacher's regular salary and benefits for the service performed as a long-term substitute teacher. Experience credit will be granted as provided in [Section 2.07]. If there is any doubt at the time the substitute position is filled that the position will last for 30 duty days, or if the position must be filled before any teacher on unrequested leave accepts the position offered, the Employer may fill the position from any source.

7. EXTRA DUTY, EXTRA SERVICE, EXTRACURRICULAR

7.01 Extra Duty and Extra Service Assignments

Other conditions being equal, preference in making extra duty and extra service assignments will be first offered to tenured teachers regularly employed in the district, and seniority in the activity prevails. Within the school year, if an extra duty or extra service assignment is not accepted as above, the duty is assigned on a reverse seniority basis.

Contracts for extra duty and extra service assignments includes the specific assignment, the duration of the assignment, all special provisions pertaining to the assignment, the salary for the assignment and the pay periods for the assignments. These extra duty and extra service contracts are not a part of the teacher's continuing contract. No teacher will be required to commence an assignment prior to receipt of an extra duty or extra service contract.

7.02 Extracurricular Assignments

Extracurricular assignments are not made without the consent of the teacher involved.

Letters of agreement for extracurricular assignments include the
specific assignment, the duration of the assignment, all special provisions pertaining to the assignment and the salary for the assignment. Pay for the assignments are 19 or 24 payments, as stipulated in the basic teacher contract. These assignments are not a part of a teacher's continuing contract. No teacher will be required to commence this assignment prior to receipt of a letter of agreement.

7.03 **Extracurricular Salary Schedule**

Appendix C, as attached, are a part of this Agreement for the 2021-22 and 2022-23 school years.

7.04 **Extra Service and Extra Duty Salary Schedules**

Appendices D and E, as attached, are a part of this Agreement for the 2021-22 and 2022-23 school years.

7.05 **Extracurricular Study Committee**

An Extracurricular Study Committee is established. The committee consists of twelve members. All members of the Committee have the right to vote. Six representatives from the following positions are appointed by the Union: Three members representing schedule c, two members representing schedule d, and one member representing elementary or the early learning center. Six representatives will be appointed by the Employer: a district office administrator, a human resources department employee, the activities director, two secondary building administrators, and one elementary building administrator.

This committee functions to evaluate and make recommendations to the Employer and the Union for new activities and for activities affected by a major and substantial change. An activity affected by minor changes will not be considered for re-evaluation. The Extracurricular Study Committee ("ESC") can be activated by the Employer and/or Union for the purposes of evaluating new activities or those that have changed substantially.

Requests for re-evaluation because of a major and substantial change in position must be submitted to the Employer and Union for review by October 1, for consideration by the ESC during that school year. Requests submitted after October 1 will be considered for review the following school year.

New positions or positions changed by an outside agency, i.e., the Minnesota State High School League, or by the action of the Edina School Board, will be reviewed as soon as they are created or changed.

All members of the ESC have the right to vote.

The Extracurricular Study Committee evaluate the relative responsibility of each extracurricular activity and make recommendations regarding
responsibility points to be designated for each. The Extracurricular Study Committee may also recommend changes in the criteria to be used for evaluating the responsibility of positions. Such recommendations are reported to the Employer and the Union for salary consideration.

If and when mutual agreement is reached between the Union and the Employer regarding recommendations, the resulting salary adjustments shall be effective on the date of formal adoption by the School Board, except that any activity reassessed that has actually commenced by the date of such adoption shall be compensated at the level existing when the activity commenced. Adjustment for such an activity become effective in the following fiscal year.

8. HOURLY-PAID TEACHERS

8.01 Provisions Applicable to Hourly-Paid Teachers

8.01.1 Roster of Hourly-Paid Teachers

The Employer maintains separate rosters of individuals eligible to perform services as hourly-paid teachers subject to the availability of funds and annual decision by the Employer regarding the number of hourly-paid teachers and hours needed. The Employer issues to every hourly-paid or teacher an individual written contract providing that the individual will be placed on the roster of eligible hourly-paid or teachers.

8.01.2 Leave Allowance

Each hourly-paid teacher will be granted prorated leave allowance, which accrues at the rate of one working day of leave allowance for each month (21.7 duty days) worked by a hourly-paid teacher. Each hourly-paid teacher is eligible for four working days of personal leave each year, according to the standards set forth in 3.01.4. Any hourly-paid teacher who has been absent may be required to present a statement from a physician verifying the illness and certifying that the hourly-paid teacher has recovered sufficiently to return to normal duties.

8.01.3 Limitations

No hourly-paid teacher is eligible for any compensation, differential, leave or benefit of any nature whatsoever, except as specifically provided for in Article 8.

8.02 Provisions Applicable to Hourly-Paid Teachers

8.02.1 Compensation

The hourly rate of pay for individuals performing services as hourly-paid teachers as follows:
Supplemental Tutors/Success Center | $32.70 | $33.03
Multi-lingual Language Tutor | $32.70 | $33.03
LSN Subs | $27.71 | $27.99

Title I Teachers are paid according to the Hourly Teacher/Extra Duty Salary Schedule (Appendix E). Step advancement for Title I teachers are calculated according to the guidelines established in section 2.08 (Full Year Credit) of the Master Agreement.

8.02.2 Hospitalization-Medical-Dental Insurance

Hourly-paid teachers who can be expected to work a minimum of 20 hours per week throughout the regular school year, as determined by the Employer, are eligible to participate in the Group Hospitalization-Major Medical and Dental Insurance Programs. The Employer will contribute a prorated amount based on three-fourths (3/4) of the Employer's contribution for full-time teachers working a 40 hour week.

8.02.3 In-service Requirements

Each hourly-paid teacher may be required by the Employer to attend in-service hours during each school year and will be paid for attendance at these required collaborative team/professional learning community work of in-service sessions at the applicable hourly rate. Parent conferences that have the approval of the building principal will also be compensated for at the hourly rate.

In the event of casual student absence, the hourly-paid teacher is paid for the assigned time. It is understood and agreed that this time is utilized by the hourly-paid teacher in planning and/or preparation activity.

8.02.4 Seniority List for Hourly-Paid Teachers

On or before December 1 of each year, the Employer prepares and delivers to the Union one copy of a separate seniority list for individuals on the roster of eligible hourly-paid teachers who have completed a probationary period in accordance with Minn. Stat. §122A.40.

Seniority is based upon continuous and unbroken employment with the Employer as an hourly-paid teacher during consecutive school years and measured from the first day of actual service in the bargaining unit under the most recent period of continuous employment. Teachers with identical seniority dates have seniority based on the date and listing order in which their individual contract was approved by the school board. All individual
signed contracts will be time-stamped upon receipt by the office of the Human Resources and listed on the seniority list in the order in which their signed contracts were received. For purposes of this Article, an hourly-paid teacher is deemed to have had continuous and unbroken employment for a school year only if the hourly-paid teacher actually performed services as a bargaining unit member for the Employer on at least 90 duty days in a school year.

An hourly-paid teacher may challenge the correctness of the seniority list. In the absence of a grievance filed within 30 calendar days from the date of mailing to the Union, the seniority list is deemed to be conclusively correct.

8.02.5 Unrequested Leave of Absence

Placement on unrequested leave of absence is based upon seniority among hourly-paid teachers, as appropriate. A teacher on the hourly-paid seniority list who is subsequently employed under a regular teaching contract with a new seniority date under Section 6.03 also retains the original seniority date on the hourly-paid seniority list. Recall of hourly-paid teachers is in the inverse order of placement on unrequested leave of absence; the last hourly-paid teacher, as appropriate, placed on unrequested leave of absence is the first recalled. All seniority, unrequested leave of absence, and recall rights of hourly-paid teachers terminate, and the hourly-paid teacher is removed from the seniority list and roster of eligible hourly-paid teachers upon the earliest of the following events:

1. resignation;
2. retirement;
3. discharge or termination of contract;
4. failure to give written notification to the Employer accepting recall within 15 calendar days of receipt of notice of recall; or
5. the completion of any school year in which the hourly-paid teacher has not performed services on at least 90 duty days.

8.02.6 Other Provisions of the Agreement

Hourly-paid teachers qualify for individual rights and obligations according to the terms for eligibility set forth in the following sections of this Agreement: Article I (Introduction), Sections 2.08 (Payroll Deduction), 2.10 (In-District Travel), 3.03 (Professional Leave), 3.05 (Sabbatical Leave), 3.07 (Parental Leave), 3.08 (Judicial Leave), 3.09 (Leave for Holding Public Office), 3.10 (Military Leave), 3.11 (Selective Service Physical Examination), 3.12 (Non-Instructional Positions for Teachers), 3.13
9. GRIEVANCE PROCEDURE

9.01 Definition

A grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

A calendar day is defined as each day of the week, Sunday through Saturday. During the school year if the fourteenth day of the timeline is on a nonduty day, the timeline will be extended to the first duty day following the fourteenth day.

9.02 Procedure

Step I

Whenever any aggrieved teacher or small group of aggrieved teachers have a grievance, they will meet on an informal basis with the teacher's building principal or supervisor in an attempt to resolve the matter within 14 calendar days after becoming aware of the incident giving rise to the grievance. If the parties are unable to resolve the dispute, the grievance will be reduced to writing by the exclusive representative and submitted to the Human Resources Department within 14 calendar days following the Step I meeting.

If the grievance involves a matter that substantially affects a large number of employees, the grievance will be reduced to writing by the exclusive representative and submitted to the Human Resources Department within 14 calendar days after becoming aware of the grievance.

Step II

The Human Resources Department will meet with the exclusive representative within 14 calendar days after receipt of the Step II written grievance and attempt to mutually resolve the dispute. The parties are required to meet and negotiate in good faith at reasonable times in an attempt to resolve the grievance. If a resolution is reached, the terms of the resolution will be written on the grievance and signed by both parties. If no agreement is reached, the Human Resources Department will within 14 calendar days submit to the exclusive representative the Employer's written answer.
denying the grievance. In its discretion, the exclusive representative may submit the unresolved grievance to the Superintendent of Schools within 14 calendar days after receipt of the Employer's answer in writing.

Step III

The Superintendent or designee will meet with the designated official of the exclusive representative within 14 calendar days after receipt of the grievance to attempt to resolve the dispute. Upon resolution both parties shall sign a memorandum setting out the disposition of the grievance. If the parties are unable to reach agreement within 14 calendar days after the Step III meeting, either party may then request, within another 14 calendar days, by written notice to the other party that the grievance be submitted to final and binding arbitration.

Step IV

The Employer and the exclusive representative will select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and the exclusive representative are unable to agree on an arbitrator, they will request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five arbitrator’s names. The list maintained by the Director of the Bureau of Mediation Services consists of qualified arbitrators. The parties will alternately strike names from the list of five arbitrators until only one name remains. The remaining arbitrator will hear and decide the grievance. If the parties are unable to agree on who strikes the first name, the question is decided by a coin flip.

Each party is responsible for equally compensating the arbitrator for the arbitrator’s fee and necessary expenses.

The arbitrator does not have the power to add, to subtract from, or to modify in any way the terms of the existing Agreement.

The arbitrator’s decision is final and binding upon the parties. The decision is issued to the parties by the arbitrator and a copy is filed with the Bureau of Mediation Services, State of Minnesota.

The processing of all grievances will be during the regularly scheduled working hours and the employees will not lose wages due to their necessary participation.

The parties by mutual written agreement may waive any step, and extend any time limits in the grievance procedure. However, failure, by the teacher or the Union, to adhere to the time limits without mutual agreement to waive such limits, results in a forfeit of the grievance. Failure of the Employer to act within the time limitations specified, without mutual agreement to waive
such limits, constitutes a denial of the grievance and permits the grievant to proceed to the next step.

10. LONG-TERM SUBSTITUTE TEACHERS

10.01 Definition

Long-term substitute teachers are substitute teachers who replace the same teacher for more than 30 duty days.

10.02 Compensation

The daily rate of pay for long-term substitute teachers for 11 continuous duty days to 30 continuous duty days is $162.00. After 30 duty days of continuous employment as a long-term substitute teacher, the substitute teacher will be paid on a pro-rata basis according to the first step of the BA training level, retroactive to the first day of such continuous employment.

The daily rate of pay for District teacher retirees who work as long-term substitute teachers for more than 11 continuous duty days is pro-rata based on their step and lane at their retirement, in accordance with current appendices A and B, retroactive to the first day of such continuous employment.

If a long-term substitute is replacing a Licensed School Nurse, the hourly rate of compensation is found in subsection 8.02.1.

10.03 Hospitalization-Medical-Dental Insurance

Long-term substitute teachers who are assigned to work 30 or more hours per week for a minimum of 85 duty days, as determined by their supervisor, are eligible to participate in the Group Hospitalization-Major Medical and Dental Insurance Programs. The Employer will contribute a prorated amount based on three-fourths (3/4) of the Employer's contribution, as stated in Section 4 of the Agreement, for full-time teachers working a 40 hour week.

10.04 Leave Allowance

After 85 duty days of continuous employment as a long-term substitute teacher, the long-term substitute teacher becomes eligible for future basic leave for personal illness at the rate of one working day per month of employment. Any long-term substitute teacher who has been absent may be required to present a statement from a physician verifying the illness and certifying that the long-term substitute teacher has recovered sufficiently to
return to normal duties.

10.05 Long-term Substitute Seniority List
Long-term substitute teachers are not placed on any seniority list.

10.06 Limitations
No long-term substitute teacher is eligible for any compensation, differential, leave or benefit of any nature whatsoever, except as specifically provided for in Article 10.

10.07 Other Applicable Provisions of the Agreement
Long-term substitute teachers also qualify for individual rights and obligations according to the terms for eligibility set forth in the following sections of this Agreement: Article I (Introduction), Sections 2.08 (Payroll Deduction), 2.10 (In-District Travel), 3.03 (Professional Leave), 3.08 (Judicial Leave), 3.09 (Leave for Holding Public Office), 3.10 (Military Leave), 3.11 (Selective Service Physical Examination), 3.13 (Superintendent Discretionary Leave), 4.07 (Liability Insurance), 5.01 (Duty Days), 5.03 (Legal Holidays and Emergency Closings), 5.04 (Hours of Employment), 5.05 (Preparation Time), 5.06 (Duty Free Lunch Period), 7.02 (Extracurricular Assignments), 7.03 (Extracurricular Salary Schedules), 7.04 (Extra Service and Extra Duty Salary Schedules), and Article IX (Grievance Procedure). Nothing in this Article restricts the Union in the exercise of its rights on behalf of long-term substitute teachers under this Agreement.

11. MISCELLANEOUS

11.01 External Education Organizations
The Employer may enter into agreements to provide services to external education organizations ("EEO"). Any employee who voluntarily agrees to teach in an EEO setting will be covered by this Agreement for purposes of salary, benefits, and seniority. All other provisions of this contract will be replaced by the labor relations agreement or Employer-adopted labor relations plan of the EEO.

11.02 Study Hall Supervision
Study hall supervisor vacancies are filled as follows:

1. Teachers available during a given study hall period will first be
offered a position and seniority in the District prevails.

2. Any teachers on unrequested leave will be offered any remaining available positions.

3. If vacancies still remain, the District will attempt to fill these with teachers on the District's substitute teaching list.

4. The District will attempt to fill any remaining vacancies with retired Edina teachers.

5. If vacancies still exist, the District will repeat step one and provide notification to the Union.

6. Remaining vacancies will be filled at the District's discretion.

Compensation is provided as per Appendix E, Extra Duty Salary Schedule.

11.03 Open Enrollment for School-Aged Children of Teachers

School-aged children of teachers, as covered by this Agreement, who are residents of other districts, will be guaranteed open enrollment placement in the district, if (1) the parent/guardian has submitted a request for admission to the district by January 15; (2) the school board has not closed the grade, school, or program; or (3) state or federal law does not prevent the placement.

12. DURATION AND RENEGOTIATION OF AGREEMENT

12.01 Term of Agreement

This Agreement is effective on July 1, 2021 and continues in full force and effect to and including June 30, 2023, and for biennial periods thereafter unless modified or terminated in accordance with the provisions of this Article.

12.02 Effect of Agreement

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of the Agreement, are hereby superseded.

12.03 Termination or Modification

Either party desiring to terminate or modify this Agreement must notify the other party in writing at least 90 days but not more than 120 days prior to June 30, 2023.
12.04 Publication of the Agreement
Copies of this Agreement titled "Master Agreement, Independent School District No. 273, Edina, Minnesota, and Education Minnesota/Edina," are published online on the District website within 30 days after two copies of the Agreement are signed for the purposes of record.

13. DOCUMENT AUTHORIZATION

IN WITNESS WHEREOF, the parties have signed this Agreement this

11 day of October, 2021.

FOR EDUCATION MINNESOTA/EDINA

For Education Minnesota/Edina
President

Shawn Call
Teacher Representative

Bridget Hagle
Teacher Representative

Ann M. Sandberg
Teacher Representative

FOR IND. SCHOOL DIST. NO. 273

Erin Allengburg
Chairperson

Ellie Jones
Clerk

Teacher Representative
## Salary Schedule - 2021-2022

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# EDINA PUBLIC SCHOOLS

## 2022-23 TEACHERS’ SALARY SCHEDULES

### Salary Schedule - 2022-2023

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APPENDIX A and B

EDINA PUBLIC SCHOOLS
2021-23 NATIONAL BOARD CERTIFICATIONS

National Teacher Board Certification
Teachers who achieve and maintain National Teacher Board Certification ("NTBC") will receive an additional $4000 per year. Part-time NTBC Teachers will receive a pro-rata amount of this stipend.

National Certification Speech-Language Pathologists
Full-time speech-language pathologists who achieve and maintain national certification from the American Speech-Language-Hearing Association will receive an additional $2750 per year. Part-time speech-language pathologists with national certification will receive a pro-rata amount of this stipend.

National Certification School Psychologists
Full-time school psychologists who achieve and maintain national certification from the National Association of School Psychologists will receive an additional $2750 per year. Part-time school psychologists with national certification will receive a pro-rata amount of this stipend.

National Certification Occupational Therapists
Full-time occupational therapists who achieve and maintain national certification will receive an additional $2750 per year. Part-time occupational therapists with national certification will receive a pro-rata amount of this stipend.

National Certification Licensed School Nurses
Full-time school nurses who achieve and maintain national certification will receive an additional $2750 per year. Part-time school nurses with national certification will receive a pro-rata amount of this stipend.

National Certification School Social Worker
Full-time school social workers who achieve and maintain Board Certified Diplomate in Clinical Social Work Certification will receive an additional $2750 per year. Part-time school social workers will receive a pro-rata amount of this stipend.

National Certification Physical Therapists
Full-time physical therapists who achieve and maintain national certification will receive an additional $1250 per year. Part-time physical therapists with national certification will receive a pro-rata amount of this stipend.

National Certification School Counselors
Full-time school counselors who achieve and maintain national certification from the National Board for Certified Counselors will receive an additional $1250 per year. Part-time school counselors with national certification will receive a pro-rata amount of this stipend.
## APPENDIX C - Extracurricular

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**Tournament Performances**

**Hourly Activity Based on Varsity Band**

**Vocal Music**

| Concert Choir | 27 | 4505 | 4685 | 4871 | 27 | 4550 | 4732 | 4920 |
| Varsity Choir | 21 | 3503 | 3643 | 3788 | 21 | 3538 | 3679 | 3826 |
| Choir 9 | 10 | 1670 | 1732 | 1804 | 10 | 1686 | 1749 | 1822 |
| Choir 8 | 7 | 1167 | 1215 | 1262 | 7 | 1179 | 1227 | 1274 |
| Choir 7 | 7 | 1167 | 1215 | 1262 | 7 | 1179 | 1227 | 1274 |
| Choir 6 | 5 | 833  | 870  | 902  | 5 | 842  | 879  | 911  |
| Musical Drama Teacher - Gr. 9 | 7.5 | 1250 | 1300 | 1354 | 7.5 | 1263 | 1313 | 1368 |
| Musical Drama Teacher - Gr. 8 | 5.25 | 877 | 910 | 946 | 5.25 | 886 | 920 | 955 |
| Chamber Singers | 8 | 1334 | 1384 | 1442 | 8 | 1347 | 1398 | 1457 |
| Bel Canto Singers | 21 | 3503 | 3643 | 3788 | 21 | 3538 | 3679 | 3826 |
| Ensemble Director | 8 | 1334 | 1384 | 1442 | 8 | 1347 | 1398 | 1457 |
APPENDIX C

EDINA PUBLIC SCHOOLS
EXTRACURRICULAR SALARY SCHEDULE

PAYMENT PROCEDURE

A. Teaching Staff Supervising Extracurricular Activities — Non-Athletics

Payment for the above services shall be made on a pro-rata basis consistent with the 19 or 24 payment basic contract pay option selected by the individual, with the first payment to be made on the first pay date occurring 15 days after receipt of the signed contract in the Human Resources Department.

Teachers receiving salary payment for extracurricular activities may elect a single lump sum payment to be made on November 30 for fall activities, March 30 for winter activities, and June 15 for spring activities provided the assignment concludes prior to that date.

B. The Extracurricular Study Committee has the authority to approve new stipends on Schedules C, assign stipends to qualifying staff, and determine qualifying staff. Teachers receiving stipends on Schedules C may request that the Extracurricular Review Committee review their stipend to determine the level of appropriate compensation and make a recommendation to be shared with the EM/E President and the Human Resources Department. Any stipend must be school board approved.

POST SEASON PAY

The following applies to all activities on the Extracurricular Salary Schedule:

A. Nonathletic Activities

When an extension of the normal program beyond that defined by the time factor in the Extracurricular Position Responsibility Analysis is required by the Employer, pay for this extension is prorated at an hourly rate based on a calculation of the hourly rate from the normal program in the Extracurricular Salary Schedule.

The number of personnel to be eligible and the amount of additional time for these positions is determined by the building principal responsible for the activity after consultation with the activity sponsor.
### APPENDIX D

#### EDINA PUBLIC SCHOOLS

#### EXTRA SERVICE SALARY SCHEDULE

2021-2023

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<td>Special Project/Events Coordinator/MN Reading or Math Corp Leader</td>
<td>2033</td>
<td>2053</td>
</tr>
<tr>
<td>Staff Development Chairperson</td>
<td>2466</td>
<td>2491</td>
</tr>
<tr>
<td>Student Leadership Team Coordinator, Elementary, Middle School</td>
<td>1807</td>
<td>1825</td>
</tr>
<tr>
<td>Success Center Lead Teacher</td>
<td>3230</td>
<td>3262</td>
</tr>
<tr>
<td>Success Center Lead Teacher (Elementary)</td>
<td>1952</td>
<td>1971</td>
</tr>
<tr>
<td>Success Center Lead Teacher (Secondary)</td>
<td>1960</td>
<td>1980</td>
</tr>
<tr>
<td>Teacher Evaluation Committee</td>
<td>1138</td>
<td>1149</td>
</tr>
<tr>
<td>Weight Room Supervision (Quarter)</td>
<td>718</td>
<td>725</td>
</tr>
</tbody>
</table>

---

60
Teaching Staff - Payment for the above services are made on a pro-rata basis consistent with the 19 or 24 payment basic contract pay option selected by the teacher, with the first payment to be made on the first pay date occurring 15 days after the receipt of the signed contract in the Human Resources Department.

If a teacher wishes to have a lump sum payment, this option must be selected on the Extra Service Contract form and be received in the Human Resources Department prior to September 15.

The Extracurricular Review Committee will have the authority to approve new stipends on Schedule D, assign stipends to qualifying staff, and determine qualifying staff. Teachers receiving stipends on Schedule D may request that the Extracurricular Review Committee review their stipend to determine the level of appropriate compensation and make a recommendation to be shared with EM/E President and the Human Resources Department. Any stipend must be school board approved.
# APPENDIX E

EDINA PUBLIC SCHOOLS

## HOURLY TEACHER/EXTRA DUTY SALARY SCHEDULE

2021-23

<table>
<thead>
<tr>
<th>Training Level</th>
<th>Experience Level</th>
<th>Hourly Rate Effective 08/15/21</th>
<th>Hourly Rate Effective 08/15/22</th>
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<td>$31.91</td>
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<td>F-R</td>
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<td>A-R</td>
<td>$33.67</td>
<td>$34.00</td>
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<tr>
<td>MA + 60; Dr.</td>
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</tr>
</tbody>
</table>

(Includes study hall supervision, homebound tutors, early childhood screening, hourly teachers, summer school teaching, and other summer programs such as band, post-kindergarten, speech therapy, library, and physical conditioning. As of July 1, 2018, excludes Early Childhood/Family Education.)

## CURRICULUM WRITING SALARY SCHEDULE

2021-23

Curriculum writing will be paid at the rates listed below and will be paid only for work that is required by the school district within the specifications of a contractual agreement.

<table>
<thead>
<tr>
<th>Training Level</th>
<th>Experience Level</th>
<th>Hourly Rate Effective 08/15/21</th>
<th>Hourly Rate Effective 08/15/22</th>
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<tr>
<td>MA+45; Spec;</td>
<td>A-R</td>
<td>$34.97</td>
<td>$35.32</td>
</tr>
<tr>
<td>MA + 60; Dr.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix G

Examples of Parental Leave Application from Section 3.07

The following examples are being provided to illustrate Section 3.07.2 in the Master Agreement and are not meant to be exhaustive:

1. A teacher who has an uncomplicated birth during the school year and uses 30 days of accumulated basic leave as disability leave may also use up to 20 days of accumulated basic leave as parental leave with pay.

2. A teacher who has a child during the summer months, and whose disability period falls entirely outside of the school year, may use up to 30 days of accumulated basic leave for the birth of a child as parental leave with pay.

3. A teacher who has a child during the summer months, but whose disability period lasts 5 duty days into the school year, may use 5 days of accumulated basic leave as disability leave and may also use up to 25 days of accumulated basic leave as parental leave with pay.

4. A teacher who has a child during the summer months, but whose disability period lasts 15 duty days into the school year, may use 15 days of accumulated basic leave as disability leave and may also use up to 20 days of accumulated basic leave as parental leave with pay.

5. A teacher who has a child near the end of a school year and uses 7 days of accumulated basic leave as disability leave as the school year ends, may also use up to 23 days of accumulated basic leave as parental leave with pay at the start of the following school year.

6. A teacher who has a child near the end of a school year and uses 20 days of accumulated basic leave as disability leave as the school year ends, may also use up to 20 days of accumulated basic leave as parental leave with pay at the start of the following school year.
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Memorandum of Agreement
Between Education Minnesota/Edina and Edina Public Schools
2021-22 One-Time Payment for Teachers on Step S

It is agreed by and between Education Minnesota/Edina ("EM/E") and Independent School District No. 273, Edina Public Schools ("District") as follows:

1. Teachers who reached the top increment S of the salary schedule for all education levels as of June 1, 2021 will receive a one-time payment as provided for in this Memorandum of Agreement.

2. This payment is calculated by dividing the full time equivalent ("FTE") on Step S divided by $73,358. This payment will be approximately $324 for a 1.0 FTE eligible teacher.

3. Teachers eligible are those who have reached Step S on the salary schedule as of June 1, 2021 and are currently an active employee falling under the Master Agreement.

4. Eligible teachers will receive the noted one-time payment on their December 15, 2021 paycheck.

5. This payment is only available for the 2021-22 school year.

6. This MOU sunsets on June 30, 2022.

EM/E and the District are in agreement with the above language as evidenced by their representatives’ signatures below.

Representative for:
Education Minnesota/Edina

[Signature]
President
10/13/2021
Date

ISD 273, Edina Public Schools

[Signature]
Director of Human Resources and Admin Services
10/13/21
Date
Memorandum of Agreement
Between Education Minnesota/Edina and Edina Public Schools
Bring Your Own Device ("BYOD") Pilot, Cycle 2, 2021-2023

It is agreed by and between Education Minnesota/Edina ("EM/E") and Independent School District No. 273, Edina Public Schools ("District") as follows:

1. The goal of this pilot is to continue the trend of personalization technology. The District would like to continue the BYOD pilot. This pilot would offer qualified teachers the opportunity to receive a reimbursement of up to $1,000 spread out evenly over 4 years to purchase their own computer to be used at school and home in lieu of a district-provided computer or device. It is our hope that by offering choices to our employees, they would select the tool that empowers them, avoids duplication, and simplifies use of technology.

2. Up to 25 teachers will be selected to participate in the pilot program to bring their own device.

3. A teacher participating in the pilot will sign a service level agreement ("SLA") upon enrollment into the pilot program.

4. Content created while in the employment of the District or utilizing district resources is owned by the district and governed by Policy 409 Employee Publications, Instructional Materials, Inventions and Creations. Other district policies do also apply.

5. Employees must attend an orientation training where the components of this pilot would be discussed. Training requirements for year 2, year 3, and year 4 are delivered online and provide the pilot group an opportunity to continue to refine the employee BYOD program as well as receive support in their use of technology instruction.

6. Teachers who decide to forgo a district computer for daily use, signs the SLA, and determines that they do not need an additional device, special software, hardware or access and attends the yearly training noted in Paragraph 5 will earn a $250 stipend after completing the annual training per year for up to 4 years. The employee must request the stipend from the DMTS Supervisor and attest to not requesting a reimbursement under paragraph 1.

7. This Agreement sunsets on June 30, 2023.

EM/E and the District agree with the above language as evidenced by their representatives’ signatures below.

Representative for:
Education Minnesota/Edina

[Signature]
Date 10/3/2021

Representative for:
ISD 273, Edina Public Schools

[Signature]
Date 10/13/2021
Memorandum of Understanding
Between Education Minnesota/Edina and Edina Public Schools
Flexible Learning Days, 2021-2023

It is agreed by and between Education Minnesota/Edina ("EM/E") and Independent School District No. 273, Edina Public Schools ("District") as follows:

1. This Memorandum of Understanding ("MOU") will support language found in Section 5.03 of the Master Agreement.
2. Continuity of learning is important for our students to succeed. Flexible learning days provide an option for ongoing learning outside of the classroom.
3. E-Learning days are specifically used (per Minn. Stat. § 120A.414) to ensure a continuation of curriculum and classroom instruction when inclement weather occurs.
4. The district will develop a plan for utilizing flexible learning days which includes, but is not limited to, plan overview, how to implement the plan, support for all learners, and training for staff.
5. During the 2019-20 school year professional development time will be provided to train teachers on methods of creating a flexible learning plan and allow teachers an opportunity to create content.
6. To assist teachers in creating the necessary content, as well as provide consistency across our learning environment, framework for instructions have been developed and will be accessible via our Learning Management Systems.
7. When an e-learning day is declared, teachers would be responsible for updating their course pages in the LMS.

EM/E and the District agree with the above language as evidenced by their representatives’ signatures below.

Representative for:
Education Minnesota/Edina

[Signature]
President
[Date: 11/13/2021]

ISD 273, Edina Public Schools

[Signature]
Director of Human Resources and Admin Services
[Date: 10/13/21]
Memorandum of Agreement
Between Education Minnesota/Edina and Edina Public Schools
Licensed School Nurse Extended Days, 2021-2023

WHEREAS, Licensed School Nurses ("LSNs") do not currently have adequate time during the school year to plan for health needs of the student body and employees, and to reduce the risk of health related incidents in the school community; and

WHEREAS, planning includes activities such as:

1. Review student data sources such as Infinite Campus and SPED forms and run relevant screening and compliance reports,
2. Communicate with parents, school employees and health care providers around the care needs of students with complex and/or chronic conditions,
3. Review annual medication and treatment orders, new health records and immunization records,
4. Review, coordinate and communicate necessary accommodations for students with health plans, IEPs, and 504s,
5. Initiate a work plan with health services associates and other school employees that serves student health and safety needs,
6. Attend Get Connected Day or open houses, or
7. Plan and lead school health related trainings; and

WHEREAS, LSNs are required to maintain their teaching license and must attend staff development days and are members of a professional learning community; and

WHEREAS, LSNs may need to be present at parent-teacher conferences to address the needs and concerns of families; and

THEREFORE, beginning two weeks prior to the beginning of the first teacher contract day of a new school year, a LSNs may earn up to an additional 20 hours at prorated pay and an additional 16 hours as compensatory time. Any days worked under this provision do not increase a teacher's continuing contract status.

Education Minnesota/Edina and the District agree with the above language as evidenced by their representatives’ signatures below.

Representative for:
Education Minnesota/Edina

[Signature]
President
[Date: 10/13/2021]

Representative for:
ISD 273, Edina Public Schools

[Signature]
Director of Human Resources and Admin Services
[Date: 10/13/21]
Memorandum of Agreement
Between Education Minnesota/Edina and Edina Public Schools
Online Teaching Terms and Conditions for the Implementation of Edina Online Offerings

It is agreed by and between Education Minnesota/Edina ("EM/E") and Independent School District No. 273, Edina Public Schools ("District") as follows:

1. Although teachers are not expected to teach online courses without their consent, a teacher’s full time equivalency may be reduced if the assignment is rejected. If there are no current licensed district teachers willing to teach an online offering, the district can elect to cancel the course or secure qualified teachers through the district’s posting process.

2. When online courses are offered, every effort will be made to assign them to teachers who accept the assignment. If there are no current licensed teachers willing to teach an online offering:
   a. The course may be assigned to a current licensed teacher without the teacher’s agreement. The teacher may reject the assignment.
   b. If the district elects to offer an online course, and the assigned teacher rejects the assignment, the district will secure a qualified teacher through its posting process. In this event, the full time equivalency ("FTE") of the teacher who rejected the assignment may be reduced through the granting of a Superintendent’s discretionary leave for the rejected FTE. The superintendent discretionary leave concludes no later than the end of the school year of the assignment.
   c. The district can elect to cancel the course.

3. Except in exigent circumstances, a teacher will not be expected to teach in a multi-modal format (i.e. supporting in-person and online students simultaneously during an assigned class period).

4. Online assignments will be built as part of a teachers’ full time equivalency.

5. If curriculum development is needed and authorized (e.g. new course), the teacher will be compensated at the curriculum development compensation rate.

6. Nothing in this MOU may be deemed to establish an interpretation of the Agreement, a precedent, a practice, or to alter any established interpretation, precedent, or practice arising out of or relating to the Agreement between the District and EM/E. Neither party may submit this MOU in any proceeding as evidence of a contract interpretation, precedent, or practice. This MOU does not alter any managerial rights that the District has in absence of this MOU.

7. This MOU sunsets on June 30, 2023.

EM/E and the District are in agreement with the above language as evidenced by their representatives’ signatures below.

Representative for:

Education Minnesota/Edina

[Signature]

Date 10/13/2021

ISD 273, Edina Public Schools

[Signature]

Director of Human Resources and Admin Services

Date 10/13/2021
Memorandum of Agreement
Between Education Minnesota/Edina and Edina Public Schools
Phased Retirement, 2021-2023

This Memorandum of Understanding ("MOU") is made by and between Independent School District No. 273, Edina Public Schools ("District") and Education Minnesota/Edina ("Union").

WHEREAS, the Union is the exclusive representative of teachers employed by the District;

WHEREAS, the Master Agreement ("Agreement") governs the teachers' terms and conditions of employment between the District and the Union for the 2021-23 school year;

WHEREAS, the Union and the District have committed to explore the financial feasibility and educational purpose of a phased retirement program for teachers under the Master Agreement; and

NOW, THEREFORE, the District and Union agree as follows:

1. **Task Force.** The District and Union will meet in good faith to explore the financial feasibility and educational purpose of a phased retirement program. The task force will meet to produce a recommendation to the 2023-2025 negotiation teams by February 2023.

2. **Not Grievable.** This MOU is not grievable. The Union and its teachers hereby waive any right to file a grievance or pursue any action regarding this MOU, any matter that arises out of or related to the parties entering into this MOU.

3. **Not Precedential or Evidence of Past Practice.** Nothing in this MOU may be deemed to establish an interpretation of the Agreement, a precedent, a practice, or to alter any established interpretation, precedent, or practice arising out of or relating to the Agreement between the District and the Union. Neither party may submit this MOU in any proceeding as evidence of a contract interpretation, precedent, or practice. This MOU does not alter any managerial rights that the District has in absence of this MOU.

4. **Sunset Clause.** This MOU sunsets on June 30, 2023.

5. **Equality in Drafting.** In the event any person asserts or concludes that a provision of this Agreement is ambiguous, this MOU is construed to have been drafted equally by the District and the Union.

6. **Entirety of Agreement.** The MOU constitutes the entire agreement relating to the mutual understanding between the District and Union.

IN WITNESS WHEREOF, the District and Union specifically acknowledge that the party has read the MOU and the individual signing has the authority to bind the party to the Agreement.

Representative for:
Education Minnesota/Edina

President
Date 10/13/2021

ISD 273, Edina Public Schools

Director of Human Resources and Administrative Services
Date 10/13/201
Memorandum of Understanding
Between Education Minnesota/Edina and Edina Public Schools
Professional Advisory Committee, 2021-2023

This Memorandum of Understanding is entered into between Edina Public Schools District 273 ("District") and Education Minnesota/Edina ("EM/E") as follows:

The District and EM/E agree that there is a need to involve teachers in the decision-making processes of Edina Public Schools. The District and EM/E agree that education is ever-changing, and, while initiatives are most often positive and borne of good intention, the potential adverse impact on teachers’ time and the District’s professional development capacity must be intentionally considered.

Therefore, the District and EM/E agree to create a Professional Advisory Council ("Council") charged with the following:

1. Develop a common understanding of what constitutes an “initiative” for purposes of this Council’s review and management.
2. Identify initiatives already in process and those being considered.
3. Consider the District’s staffing, technology, resources, such as time and cost, to successfully support the initiatives.
4. Provide feedback to the Superintendent to voice concerns and make suggestions to improve the process for current or proposed initiatives.
5. Members of the council will communicate the information of the initiatives to all EM/E members.

The Council consists of five teachers selected by EM/E and five members selected by the Superintendent. Professional Advisory Council members will be members of standing groups or committees such as Staff Development, World’s Best Workforce, Meet and Confer, and Special Education. It is intended the Council will meet on a quarterly basis. Any two members may, however, require that a meeting be scheduled by providing written notice to the chosen facilitators. The Council will be co-facilitated by one member representing the District and one member representing EM/E. All teachers on the Professional Advisory Council receive a stipend of $1,000.00 per year.

This Memorandum of Understanding sunsets on June 30, 2023.

EM/E and the District agree with the above language as evidenced by their representatives’ signatures below.

Representative for:
Education Minnesota/Edina

\[Signature\]
President
\[Date\]

Representative for:
ISD 273, Edina Public Schools

\[Signature\]
Director of Human Resources and Admin Services
\[Date\]
Memorandum of Understanding

Between Education Minnesota/Edina and Edina Public Schools
Special Education Support, 2021-2023

It is agreed by and between Education Minnesota/Edina ("EM/E") and Independent School District No. 273, Edina Public Schools ("District") as follows:

1. The district will continue to follow the parameters as outlined in the November 2016 Caseload Task Force Report whenever possible.

2. Special education teachers who have already used their workload relief day provided in section 3.04 may request from the Director of Student Support Services additional workload relief day(s). The Director of Student Support Services will approve or not approve use of the day(s) at their sole discretion.

3. The Director of Student Support Services decision is not subject to the grievance process.

4. A use of workload relief day under this Memorandum of Understanding will not be a deduction from the teacher's basic leave allotment.

5. Full-time special education teachers will be entitled to 200 minutes per week of due process time within the student instruction day. Part-time teachers will receive a prorated period of time that reflects their FTE.

6. At the middle school level, 200 minutes per week of due process time should occur during the collaboration block (approx. 55 minute prep + 30 minutes of due process + 0 minutes of collaboration time = average 85 minute middle school collaboration block). If additional meetings that require special education attendance (e.g. team meetings, PLCs) are regularly scheduled by administration during the collaboration block, then the special education teachers shall be eligible for due process days as described in Paragraph 7, below.

7. The use of this time is to meet the requirements of professional responsibilities related to paperwork associated with due process. The time to complete due process professional responsibilities is in addition to the required preparation time.

8. If weekly due process time cannot be scheduled, special education teachers will be entitled to one due process day every four weeks, without a basic leave deduction.

9. Teachers may be allocated up to 16 hours prior to the start of the school year to complete due process essentials. Teachers may use compensatory time during the scheduled conference hours during the school year, or they may submit a timesheet to the Director of Student Support Services to be paid at the current hourly substitute rate.

10. The terms of this Memorandum of Understanding are not to be viewed as precedent or used as evidence of any past practice.

11. This Memorandum of Understanding sunsets on June 30, 2023.

EM/E and the District agree with the above language as evidenced by their representatives’ signatures below.

Representative for:

Education Minnesota/Edina

[Signature]

President

Date 10/13/2021

ISD 273, Edina Public Schools

[Signature]

Director of Human Resources and Admin Services

Date 10/13/21
Memorandum of Agreement
Between Education Minnesota/Edina and Edina Public Schools
Stretch Calendar

It is agreed by and between Education Minnesota/Edina ("EM/E") and Independent School District No. 273, Edina Public Schools ("District") as follows:

1. A stretch calendar is defined as maintaining a teacher’s FTE over a 12-month calendar (e.g. duty days, terms and conditions of employment as noted in the Master Agreement).
2. The District may determine the calendar of Edina Public Schools teachers, who are current employees, and agree to work a stretch calendar which may vary from the calendar of other teachers.
3. The stretch calendar includes classes taught outside the school calendar (e.g. Physical Education and Early Childhood Special Education ("ECSE") – Birth to Age 2 program).
4. Summer-based learning is defined as classes or programs supporting Individualized Family Service Plans of students who are taught during the period between the last duty day of the school year and the first duty day of the following school year.
5. Teachers, who worked with Birth to Age 2 children prior to the 2019-20 school year, had the option to remain on the school year teacher schedule or participate in the stretch calendar. Any Birth to Age 2 teaching vacancies that were posted for 2019-20 school year and beyond will be on a stretch calendar.

EM/E and the District are in agreement with the above language as evidence by their representatives’ signatures below.

Representative for:

Education Minnesota/Edina

[Signature]

President

10/13/2021

ISD 273, Edina Public Schools

[Signature]

Director of Human Resources and Admin Services

10/13/21

Date
Memorandum of Agreement
Between Education Minnesota/Edina and Edina Public Schools
Support for Construction and Relocation-Related Tasks

It is agreed by and between Education Minnesota/Edina ("EM/E") and Independent School District No. 273, Edina Public Schools ("District") as follows:

1. Each school year, each teacher may request compensatory time or the current substitute rate of pay as reimbursement for up to 8 hours of time spent outside the duty day to pack, unpack, or complete other construction or building relocation-related tasks.

2. Hours must be pre-approved by the building principal or coordinator.

3. No teacher will be expected to complete packing, unpacking, or other construction/or building relocation-related tasks outside the duty day. Any requirement to engage in such activities, as directed by a building principal or coordinator, will be compensated at a teacher’s pro-rata hourly rate.

EM/E and the District are in agreement with the above language as evidenced by their representatives’ signatures below.

Representative for:
Education Minnesota/Edina

[Signature]
[Date: 10/13/2021]

ISD 273, Edina Public Schools

Director of Human Resources and Admin Services

[Signature]
[Date: 10/13/21]
Memorandum of Understanding  
Between Education Minnesota/Edina and Edina Public Schools  
Parent Communication/Conferences

It is agreed by and between Education Minnesota/Edina ("EM/E") and Independent School District No. 273, Edina Public Schools ("District") as follows for the 2017-18 and 2018-19 school years:

1. Of the 184 annual duty days, two days (i.e., 16 hours) will be designated for parent-teacher communication and conferences.

2. In addition to the two days (as indicated in #1), each site may schedule additional parent-teacher communication time within the annual 184 duty days.

3. Kindergarten teachers will receive an additional one day (eight hours) of the 184 annual duty days for parent-teacher communication on the first student instructional day at the beginning of each school year. Kindergarten classes will begin the second student instructional day of the school year.

4. Each site must establish its own calendar for parent-teacher communication no later than May 1 prior to the start of the school year. To recognize the unique needs and cultures of each site, each site will determine which activities will be scheduled as part of this requirement. Activities may include, but are not limited to, traditional parent-teacher conferences, targeted conferences, office hours, open houses, curriculum nights, online communication, etc. A site’s plan annually must be submitted, for information and review, to the Superintendent (or their designee) and the President of EM/E by May 1.

EM/E and the District are in agreement with the above language as evidenced by their representative’s signatures below.

Representative for:
Education Minnesota/Edina

[Signature]
President
4/4/17
Date

ISD 273, Edina Public Schools

[Signature]
Director of Human Resources and Operations
4/4/2017
Date