

MASTER AGREEMENT

MINNETONKA PUBLIC SCHOOLS
(Independent District No. 276)

and the

MINNETONKA TEACHERS ASSOCIATION

July 1, 2021 through June 30, 2023

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PURPOSE

THIS AGREEMENT, entered into between the Minnetonka Public School District No. 276, Minnetonka, Minnesota, hereinafter referred to as the Employer or the District and the Minnetonka Teachers Association, hereinafter referred to as the Association or MTA, is to provide for the terms and conditions of employment for teachers pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, (as amended). The duration of this Agreement shall be defined in Article XIII.

The parties have reached certain understandings, which they desire to confirm in this Agreement. To this end, the parties dedicate this Agreement and mutually pledge to follow it with patience, understanding, and good will. The parties mutually agree to the following covenants.

RECOGNITION

In accordance with the Public Employment Labor Relations Act of 1971 (as amended), the Minnetonka Public School District No. 276 recognizes the Minnetonka Teachers Association as the exclusive representative of teachers employed by the Minnetonka Public Schools. The Minnetonka Teachers Association, as exclusive representative, shall have those rights and duties as prescribed by the Public Employment Labor Relations Act of 1971 (as amended) and as described in the provisions of this Agreement.

The exclusive representative shall represent all the teachers of the District as defined by the Public Employment Labor Relations Act of 1971 (as amended) and in this Agreement.

ARTICLE I - DEFINITION

Section A. Teacher

Teacher shall mean all persons in the appropriate unit employed by the Minnetonka Public School District No. 276 in a position for which the person must be licensed by the Professional Educator Licensing and Standards Board (PELSB) and who are "public employees" as defined by P.E.L.R.A., as amended; but shall not include persons excluded from the definition of "teacher" contained in P.E.L.R.A., as amended.

Section B. Full-Time Teacher

Full-time teacher shall mean any teacher listed in Section A above whose normal work week is thirty (30) hours or more.

Section C. Part-Time Teacher

Part-time teacher shall mean any teacher listed in Section A above whose normal work week is less than thirty (30) hours.

Section D. Reserve/Substitute Teacher

Reserve/substitute teacher shall mean any teacher listed in Section A above who is employed to fill a vacancy for a duration of time less than one school year to replace a regular teacher who is

absent or who is employed for a duration of time equal to or greater than one school year to replace a regular teacher on a leave of absence.

Section E. Employer

Employer means Minnetonka Public School District No. 276, its School board, and its designated administrative staff.

Section F. Association

Association means the Minnetonka Teachers Association.

Section G. Other Terms

Terms not identified in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971 (as amended).

ARTICLE II – SCHOOL BOARD RIGHTS

Section A. Managerial Rights

Subd. 1

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

Subd. 2

The Association recognizes the right and obligation of the Employer to efficiently manage and conduct the operation of the School District within its legal limitation and with its primary obligation to provide educational opportunity for its students.

Section B. Effect of Laws, Rules and Regulations

Subd. 1

Teachers shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives and orders issued to them by properly designated officials of the School District provided such rules, regulations, directives and orders are consistent with the terms of this Agreement.

Subd. 2

All provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the Minnesota Department of Education and rules, regulations and orders of state and federal government agencies. Any provision of this Agreement found to be in violation of such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section C. Reservation of Rights

The foregoing enumeration of Employer rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein.

ARTICLE III – TEACHER AND ASSOCIATION RIGHTS

Section A. Right to Views

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or the teacher's representative to an expression or communication of a view, complaint or opinion on any matter so long as the same is not designed to, and does not interfere with, the full faithful and proper performance of duties of employment or circumvent the rights of the Association.

Section B. Non-Discrimination

Subd. 1

Neither the Employer nor the Association will discriminate against any teacher by reason of the teacher's race, creed, religion, national origin, sex, marital status, age or any other category protected by applicable federal or state law. Since alleged discriminatory acts on the above defined basis, under the above referenced statutes, are under the jurisdiction of appropriate state or federal agencies, the arbitration provisions of this Agreement, which are set forth in Article IV, Section H, Subd. 4, shall not be applicable to any grievances alleging violation of the above provisions. Instead, any grievance alleging violations of the above provisions which are not satisfactorily adjusted under steps 1, 2 or 3 of the Grievance Procedure shall be subject to the jurisdiction of the appropriate federal or state administrative agency.

Subd. 2

Neither the Employer nor the Association shall discriminate against any teacher by reason of the teacher's membership or non-membership in the Association, nor place of residence.

Section C. Right to Join

Any teacher shall have the right to join or not join, or form or not form, any organization of teachers.

Section D. Teacher Contract

Subd. 1

All teachers employed by the District in other than a reserve/substitute or temporary capacity shall have an individual probationary or continuing contract pursuant to [M.S. 122A.40](#) as amended. A copy of the form of this contract is appended to this Master Agreement.

Subd. 2

All reserve/substitute teachers employed by the District for at least one (1) school year to replace a regular teacher who has been granted a leave of absence, shall have an individual reserve/substitute contract subject to the provisions of [M.S. 122A.40](#). All other reserve/substitute teachers employed by the District shall have an individual reserve/substitute contract not subject to the provisions of [M.S. 122A.44](#). Copies of the form of these contracts are appended to this Master Agreement.

Subd. 3

The Employer shall provide the Association with the text of its special provision section of any individual teacher contract.

Subd. 4

An electronic notification shall be sent to each teacher by email annually, indicating how to view their assignment and salary information within the HR Employee Data Base System.

Subd. 5

Temporary contracts will be used when a position opens during the school year and is not created due to a teacher taking a board approved leave of absence. All temporary contracted teachers will receive a temporary contract. Teachers accepting temporary contracts waive their right under M.S. 122A.40 for the contract to continue in effect beyond the specified end date in the contract. A copy of this contract is appended in the Master Agreement.

Section E. Master Agreement

The Employer shall provide each teacher with one electronic copy of the Master Agreement following ratification. The Employer shall also provide the Association with thirty (30) paper copies of the Master Agreement following ratification. The contract will be in the form of a searchable document when posted online.

Section F. Dues Check Off

Subd. 1

Teachers shall have the right to request, and be allowed, dues check off for the Association. The Employer agrees to deduct, according to a uniform schedule established by the Association, an amount sufficient to provide payment of dues established by the Association for each teacher from the wages of all teachers who are receiving pay and who authorize in writing such deductions on forms provided by the Association.

Subd. 2

When a bargaining unit member has authorized a dues deduction, such authorization shall continue and cannot be canceled except in accordance with the language of the agreement to pay dues. A member seeking cancellation must provide written notice to the Association President, as indicated in their membership agreement, and to the Employer. Deductions shall be sent to the Association within ten (10) working days, together with a list of names of the teachers from whose pay deductions were made.

Section G. Teacher Files

Subd. 1

The District shall maintain, reproduce, make available, expunge and destroy all teacher evaluations and files in accordance with [M.S. 122A.40](#), Subd. 19, as amended.

Subd. 2

Copies of any new materials to be placed in a teacher's file shall be sent to the teacher within three (3) days of such placement. It is understood that copies of the following materials placed in a teacher's file do not have to be sent to the teacher.

- a. Copies of routine forms completed for or on behalf of the teacher which are filed with insurance carriers or with state or federal agencies (e.g., TRA forms);
- b. Responses to inquiries initiated by the teacher (e.g., information requested by a bank in connection with a mortgage application made by the teacher).

Subd. 3 Working Files

Administrators may keep a "working file" regarding a teacher with the following provisions:

- a. The teacher must be notified of the existence of the file.

- b. Teachers may review the complete contents of any “working file” upon request and may make copies of any contents.
- c. Materials found to be false or inaccurate must be removed from the “working file”.
- d. At the end of each school year the contents of all “working files” will be destroyed or placed in the teacher’s District personnel file in accordance with the provisions of Article III, Section G of this contract.

Section H. Teacher Communications

The District will comply with the Minnesota Governmental Data Practices Act, [M.S. Sec. 13.01.01](#), et. Seq. when communicating to and about employees.

Section I. School Facility Use

The Association shall be considered an approved user of school facilities and may use such facilities according to District policy covering school facility use.

Section J. Representative

A designated representative of the MTA shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. The MTA representative shall make his/her presence known to the building principal or the principal’s designated representative. Such visits shall not interrupt normal work responsibilities, unless approved by the building principal.

Section K. Payment of Salary 2021-2023

Subd. 1 Pay Dates

Pay dates for teachers will be determined utilizing a bi-weekly system of pay. Exceptions include the following:

- a. Teachers electing 26 pay option will receive all remaining paychecks for the summer months on the first pay date following the end of the student school calendar year and prior to June 30.
- b. Twenty-six (26) installments – one twenty-sixth (1/26) of the contract salary to be paid in equal installments throughout the fiscal year.

Subd. 2 Pay Options

Teachers may elect to receive their regular salary in one of three options:

- a. Twenty-one (21) installments as determined by the district based on the length of the School Calendar with the biweekly payment except for the last payment on the final teaching day.
- b. Twenty-six (26) installments, with a lump sum prior to June 30.
- c. Twenty-six (26) installments– one twenty-sixth (1/26) of the contract salary to be paid in equal installments throughout the fiscal year.

Subd. 3 Time Period

Option will be continued on the method selected by the teacher until a pay change is elected by the teacher prior to July 1 for the subsequent year.

Subd. 4 W-2 Forms

W-2 forms shall be distributed electronically or distributed to each building on or before January 31, or as otherwise required by law.

ARTICLE IV – GRIEVANCE PROCEDURE

Section A. Grievance Definition

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

Section B. Days and Time Limits

Subd. 1

Reference to days regarding time periods shall refer to normal working days Monday through Friday, excluding federal holidays.

Subd. 2

If a teacher is employed beyond the school calendar such additional days shall also be considered duty days.

Subd. 3

In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included.

Subd. 4

Any notice or document required by this procedure may be submitted to the designated party by email, mail or in person. If mailed it shall be timely if it bears a postmark of the United States mail within the time period.

Subd. 5

The time limits specified in this Article may be altered by mutual consent in a written agreement.

Either party to this Agreement shall, upon written request to the other, be granted an extension of time, such extension not to exceed a total of ten (10) days to be divided and used at no more than any two steps of the Grievance Procedures.

Failure to adhere to the time limits may result in a forfeit of the grievance.

Section C. Representation

The Association or Employer may be represented during any step of the procedure by any person or agent designated by such party to act in its behalf.

Section D. Confidentiality

Except when prohibited by law these proceedings will be kept confidential.

Section E. Right to Discuss

Nothing herein contained shall be construed as limiting the right of either party to discuss the matter with any person or persons deemed appropriate. The District will comply with the Minnesota Governmental Data Practices Act. [M.S. Sec. 13.01.01](#), et. Seq. when communicating to and about employees.

Section F. Processing and Waiver

Subd. 1

Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.

Subd. 2

The processing of all grievances in Step I and II shall be during regularly scheduled working hours unless otherwise mutually agreed. At Step III, grievances shall be processed at a time and place determined by the Employer, and at Step IV, grievances shall be processed at a time and place determined by the arbitrator. Teachers shall not lose wages due to their necessary participation in this procedure.

Subd. 3

The parties may, by mutual written agreement, waive any step of the procedure.

Section G. Non-Discrimination

The Employer will not discriminate against any teacher because of the teacher's participation in this Grievance Procedure.

Section H. Procedure for Adjustment of Grievances

Subd. 1 Step I

- a. Whenever any aggrieved teacher has a grievance, the teacher shall meet on an informal basis with the principal or immediate supervisor in an attempt to resolve the matter. This meeting must take place within 10 days of the time the teacher knew or should have known about the issue or incident giving rise to the grievance.
- b. If the grievance is not resolved in the informal meeting, the Association, as the exclusive representative of the teacher, shall thereafter process the grievance by submitting it in writing to the Superintendent of Schools (See Step II) within ten (10) days following the Step I meeting.

Subd. 2 Step II

- a. The Employer representative shall meet with the Association representative within five (5) days after receipt of the written grievance and attempt to mutually resolve the dispute. The parties shall be required to meet within reasonable times and in good faith attempt to resolve the grievance. If agreement is reached, it shall be in writing and signed by both parties.
- b. If no agreement is reached, the Employer representative shall, within ten (10) days following the meeting, submit to the Association representative the Employer's written answer. The Association representative must submit the unresolved grievance to the School board within (5) days after receipt of the Employer's answer in writing. Such request must be filed in the office of the superintendent of Schools.

Subd. 3 Step III

- a. The School Board, or its designee, shall meet with the Association representative within ten (10) days after receipt of the grievance to attempt to resolve the dispute. The time and place of the meeting will be at the discretion of the School Board. If agreement is reached, it shall be in writing and signed by both parties.
- b. If no agreement is reached following the meeting, the employee will, within five (5) days following the meeting, submit to the Association its written answer. The Association must submit the unresolved grievance to final and binding arbitration within ten (10) days after receipt of the Employer's answer. Such written request must be filed in the office of the Superintendent of Schools.

Subd. 4 Step IV

- a. The Employer and the Association representatives shall, within seven (7) days after the request to arbitrate, set a meeting at which time they shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance.
- b. If the Employer and the Association are unable to agree on an arbitrator, either party may request the State Bureau of Mediation services to submit to the parties a panel of arbitrators. Such request to be made within five (5) days following the above meeting. Each party shall be responsible for equally compensating the arbitrator for fees and necessary expenses. The parties shall alternately strike names of arbitrators from the panel of arbitrators received from the Bureau.
- c. The arbitrator shall not have the power to add to, subtract from, or modify in any way, the terms of this Agreement.
- d. The decision of the arbitrator shall be final and binding upon the parties. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

ARTICLE V – WORKING CONDITIONS

Section A. School Calendar

Subd. 1

For each school year, the total number of employment days for teachers shall be one hundred eighty-four (184) days per year with one hundred seventy-three (173) student contact days. These one hundred eighty-four (184) days shall include workshop days, grading and planning days (See Memorandum of Understanding), and parent teacher conferences.

Subd. 2

School will be closed and these days considered non-duty days.

- a. One week for Spring Break
- b. Two (2) days per year for the Education Minnesota Professional Conference

c. the following seven non-school days:

Labor Day	President's Day
Thanksgiving Day	Good Friday
The day following Thanksgiving Day	Memorial Day
Martin Luther King Day	

Subd. 3

The Association and Employer shall meet and confer prior to April 1 of each year on the establishment of the calendar, including the placement of conference days and additional workshop days. The Board of Education shall adopt a school calendar for the succeeding school year, after meeting and conferring with the Association.

Subd. 4

Teachers new to the District may be required to work up to four (4) days in addition to those specified in Subd. 1 above to provide pre-service training and support to the new teacher. Teachers shall be paid a stipend of \$125 per day for successful attendance and completion of the pre-service training program.

In addition, teachers new to the District have the option to attend 9 (nine) additional hours of training and support outside the duty day during the first year of employment. After successful attendance and completion of the 9 (nine) hours of training the teacher shall receive a stipend of \$250.

Subd. 5

When the Superintendent or delegated agent closes school because of inclement weather, equipment failure, power failure, epidemic, damage to a school facility, fuel shortage, or any other school closing, teacher shall not be required to report for duty; but if such day is scheduled later to meet the greater of: (a) minimal state requirements, or (b) one hundred seventy (170) days of classroom contact with students, teachers shall report for duty without additional compensation. Such additional days, if required, shall be added as mutually agreeable with the exclusive representative from those non-duty days described in Subd. 5 (a) or (b) above. If mutual agreement is not reached, or if further additional days are required to meet the provisions of this Section, such days shall be added immediately following the close of the regular school year.

Subd. 6

- a. The District may design and post positions which require employment on days other than the teacher duty days, including days before and after the designated school year, providing that teachers voluntarily apply for and accept such an assignment. These days are outside of the 184 required days. Scheduling of these days will be determined between the teacher and building administrator. The District will maintain a record of the number of actual days worked.
- b. The District may develop alternative duty day schedules, other than those in the adopted calendar, for positions to better meet the needs of students and the District, providing that these duty day changes meet with the mutual agreement of the employee and the District.
- c. Employees will be compensated at their daily rate of pay determined by dividing the base salary by 184 and multiplying by the number of days worked.

Subd. 7

All new District initiatives affecting teaching and learning will be reviewed by contract administration for feedback about potential contractual conflicts. The intent of this proposal is to increase collaboration between the district and the bargaining members to solve problems and promote success of District programming.

Section B. Hours of Service

Subd.1

- a. The basic school day for teachers shall be eight (8) hours, which shall include a duty free, thirty (30) minute assigned lunch period.
- b. The basic school day for part-time teachers shall be continuous. A thirty (30) minute unpaid duty free lunch period shall be provided for those employees working more than four (4) hours per day if the employee so requests such lunch period.
- c. A teacher may be assigned to cover an additional classroom section of students for a partial or entire day. If a teacher is assigned to cover an additional classroom section, the teacher will be paid an hourly rate based on Lane 3, Step N of the salary schedule for the time in which the students are in the teacher's classroom. Any time less than one hour will be prorated accordingly. If a classroom section is split, the teachers assigned will divide the hourly rate or portion thereof.
- d. Deviation in the basic day may occur only where there is mutual consent between the teacher and Employer, with the following exceptions: the Employer may alter the day to accommodate workshops, in-service programs, parent-teacher conference days or when temporary conditions require it.
- e. To better meet the needs of parents and students, teachers will schedule activities which enhance communications and contact with parents.

Subd. 2

The scheduled teaching assignment of classroom teachers shall not exceed twenty-eight and three-fourths (28-3/4) hours per week. The scheduled teaching assignment includes only the following:

- a. The time a classroom teacher is assigned to teach a regularly scheduled class which is part of the published school curriculum and includes any passing time between two (2) consecutive assigned class periods.
- b. The time during which a classroom teacher is specifically assigned by the Employer to supervise the general decorum and good discipline in the hallways, restrooms, lunchrooms and other non-classroom areas.
- c. The time necessary for travel (and setting up the classroom where necessary) when a teacher is required to go from a classroom teaching assignment in one building to a classroom teaching assignment in a separate facility.
- d. Within the student day for every 25 minutes of classroom instructional time, a minimum of five additional minutes of preparation time shall be provided to each licensed teacher during the student day. Preparation time will be provided in one or two uninterrupted blocks during the student day. Exceptions to this may be made by

mutual agreement and notice to the Minnetonka Teachers Association President for approval. (At the direction of the District, when a teacher misses all or a portion of their allotted preparation time in a given day, for something other than substituting for another teacher, the teacher will be paid their hourly rate of pay pro-rated to the time missed and the number of instructional minutes worked on that day.)

Subdivision 2 does not apply to members of this bargaining group who are in positions other than classroom teachers, including but not limited to: guidance counselors, social workers, nurses, and staff on special non-classroom assignments. Subdivision 1 applies to all member of this bargaining group.

- e. The remaining time assigned to classroom teachers will be for the usual and customary duties of a teacher such as, by way of illustration but not limitation, being available for consultation with students, parents and morning activity period as directed by the Employer and shall not be considered a scheduled teaching assignment.

Subd. 3

Any teacher who is assigned to a temporary, unscheduled teaching assignment at the direction of the Employer shall be compensated at the rate based on Lane 3, Step N of the salary schedule or at the discretion of the District, up to a maximum of 1 (one) day of personal leave time. The options shall be as follows:

- a. Paid time at the rate per hour shown above; or
- b. Additional personal leave within the meaning of Article VI, Section A, Subd. 3, Personal Leave. Employees who accumulate four (4) hours of time will be eligible for a half day of personal leave; employees who accumulate eight (8) hours of time will be eligible for a full day. Days of personal leave under this provision not taken prior to May 1 of the school year will be compensated at the hourly rate based on Lane 3, Step N of the salary schedule for 2021-2023.

Subd. 4

The District, in its discretion, may assign any teacher to substitute for another teacher in an emergency. An emergency shall be deemed to exist when reasonable efforts have been made to secure a regular substitute teacher without success. Time spent teaching a regularly scheduled class of another teacher shall be considered a scheduled teaching assignment under Subd. 2 of this Section. The Employer will endeavor to distribute such substitute assignments among teachers as equitably as possible.

Subd. 5

For teachers at the middle and high school levels, the normal full-time teacher load is five (5) classes. Teachers who teach a sixth (6th) class for a quarter, a semester or a full year, will receive twelve percent (12%) of salary during the period of the class in additional compensation.

The District will not assign probationary teachers to a sixth class and will not make an involuntary assignment to the same teacher in consecutive years. Exceptions to this may be made by mutual agreement and notice to the Minnetonka Teachers Association President for approval.

Subd. 6

The Independent Study Program at Minnetonka High School is designed to meet the needs of students in situations where the traditional program will not meet their academic needs. Some

courses may be offered on an individual student basis for a quarter or a semester. The course must be offered for academic credit and must receive the approval of a building administrator.

- a. For regularly contracted teachers who volunteer for and are selected by the District to teach this extended class outside the school day, the teacher will be paid at the rate of an additional 10% of the teacher's base salary of that day for each hour of class; and
- b. That for each three (3) hours of class taught the teacher shall receive an additional hour of preparation paid at this same rate.
- c. The amount of time allotted for an independent study will be determined prior to the class being offered.

Section C. Health Requirements

Medical examinations may be required by the Employer. Any medical examination required by the Employer following initial employment shall be provided by the Employer's medical doctor at the Employer's expense. Any such examination shall normally be given during the normal school day.

Section D. Mileage

Teachers who are designated by the Employer as required to use their own automobile in the performance of their normal duties will be reimbursed for such authorized travel at the rate per mile approved by the Internal Revenue Service. Any change by the Internal Revenue Service in its approval rate per mile shall become effective for mileage incurred commencing the month the new rate is announced.

It is understood between the parties that payment for mileage under this section is intended to cover those instances where the Employer specifically required that the teacher use an automobile for the performance of routine, normal teaching duties such as travel from one teaching location to another teaching location on a regular basis or the supervision of students at work locations. It is not intended that the Employer be required to pay for travel for such in-District activities as workshops, committee meetings, in-service training, visitations and the like; nor for the rare trip that a teacher might make as a result of an emergency. The Employer has the right to designate which teachers are required to use their automobile in the performance of their normal District duties.

ARTICLE VI - LEAVES OF ABSENCE

Section A. Basic Leave

Subd. 1 Basic Leave Allowance, Reimbursement and Uses

- a. At the beginning of each school year all full-time teachers will be credited with twelve (12) days of basic leave. Such basic leave shall be termed "accrued" basic leave. In the event a full-time teacher terminates employment with the District prior to the end of a school year, it is agreed that the teacher will reimburse the District for any basic leave taken during that school year in excess of the sum of the teacher's accrued basic leave carried forward from prior years plus the amount of basic leave the teacher would have accrued monthly on a proportionate basis to the whole school year. In such

event the teacher will authorize the District to deduct the excess from the teacher's final check.

- b. Commencing July 1, 1974, teachers who are regularly scheduled to work at least fourteen (14) hours per week, but less than thirty (30) hours per week, shall accrue basic leave on a proportional basis to that earned by a full-time teacher in the same ratio that the part-time teacher's annual work hours relate to the annual work hours of a full-time teacher who works forty (40) hours per week. Such annual basic leave shall accrue monthly as it is earned on a proportional basis to the teacher's work year. Basic leave earned by part-time teachers shall be cumulative and the amount earned as a part-time teacher shall be retained if the teacher is appointed to a full-time position.
- c. Reimbursement for Unused Basic Leave
 - (1) Teachers with Less Than Sixty-Five (65) Days of Accrued Basic Leave
 - As of the end of each fiscal year, if a teacher's total basic leave, accrued that year in accordance with Subd. 1a or 1b above and carried forward from prior years, is less than sixty-five (65) days, then all unused basic leave accrued during that fiscal year will be added to the total accrued basic leave carried over from prior years.
 - (2) Teachers who have an accrued Basic Leave balance of at least 65 days at the conclusion of the 2021-22 or 2022-23 contracted years will have the opportunity to request reimbursement of \$155 per day based on the following criteria:
 - (a) Used 0-2 days of Basic Leave during the school year:
 - Up to 10 days reimbursement.
 - (b) Used 3-5 days of Basic Leave during the school year:
 - Up to 5 days reimbursement.

* The number of reimbursed days cannot drop the balance below 65.

The employee will receive the compensation in the form of salary to comply with IRS Constructive Receipt regulations. The employee can choose to have the money deposited as an employee contribution to a currently established 403b/457 account, or have the money taxed at a normal rate and take the remainder as take-home pay. Any reimbursed days will be deducted from the Basic Leave balance. Note: Payment for basic leave does not count towards TRA High-Five Salary Years per TRA regulations.

A process for receiving reimbursement will be communicated before the end of the of each school year.

- d. Basic leave may be used as sick leave, personal leave, serious illness leave, family illness leave and bereavement leave as described in Subd. 2, 3, 5 and 6 – b.,c. & d. of this Section.

Subd. 2 Sick Leave

a. Use and Notification Requirements

- (1) Sick leave with pay shall be allowed by the Employer whenever a teacher's absence is due to an illness or physical disability of the teacher or the teacher's immediate family (spouse, or dependent child) which prevented the teacher's attendance at the teacher's place of work and performance of duties on that day

or days. A dependent child means an individual under 18 years of age or an individual under 20 who is still attending secondary school.

- (2) Use of sick leave with pay beyond what is defined in (1) will be available to the employee based on [M.S. 181.9413](#).
 - (3) Teachers who will be absent due to personal or family illness or physical disability shall properly notify the Employer of said absence.
- b. Additional Sick Leave: The District shall provide additional sick leave for full-time teachers who have exhausted accumulated sick leave days prior to the commencement of long-term disability benefits. A teacher will become eligible for the additional sick leave days after the teacher has been continually disabled and unable to teach for 25 consecutive days as certified by a medical doctor. If the 25 consecutive days are not met due to a District-approved break in the school year, the days on break will count toward the 25 consecutive days, exclusive of any weekends and legal holidays. A teacher will be granted additional days of sick leave up to the number necessary to permit disability income benefits to become effective. Additional sick leave payments shall be retroactive to the day that regular sick leave payments expire and shall continue only for a period during which the teacher remains continuously disabled and unable to work or the date the long-term disability benefits become effective, whichever comes first. Additional sick leave benefits shall cease in any event after the sixty-fifth (65) duty day of absence.
- c. The Employer may require a teacher to furnish a medical certificate from the School Health Officer or from a qualified physician as evidence of illness during an extended absence or as the result of an unusual or abnormal pattern of absences in order to qualify for sick leave pay. In the event a medical certificate is required, the teacher will be so advised.
- (1) In individual cases, the Employer shall have the right to require that the employee be examined by a physician of the Employer's choice at the Employer's expense. In such cases, the medical conclusion of this doctor as to the beginning and ending of actual illness or physical disability shall be binding on the parties and conclusive as to the commencement and return dates of the teacher and the teacher's entitlement to sick pay under this Section, unless the teacher shall inform the Employer that the physician's statement is unacceptable within three (3) days of receipt of the physician's statement.
 - (2) In the event the teacher has submitted to such an examination, and the teacher has properly informed the Employer that the physician's statement is unacceptable to the teacher, the teacher shall select a physician competent in the field related to the teacher's illness or physical disability from a list of three (3) provided by the Employer. The examination shall be at a time and place designated by the Employer. The teacher shall be responsible for the physician's expense unless the physician's medical conclusions are essentially different from those of the Employer's physician, in which case the examination shall be at the expense of the Employer. Upon request, a copy of the report of the physician shall be furnished to the teacher, and the medical conclusions of this physician as to the beginning and ending of actual illness or physical disability shall be binding upon

the parties and conclusive as to the commencement and return and any entitlement to sick pay under this Section.

- d. Sick leave allowed shall be deducted from the accrued basic leave earned by the teacher.
- e. Sick leave pay will be approved upon submission of the request through the electronic request system and subsequently authorized by the teacher's supervisor.
- f. No teacher shall be permitted to use more than sixty-five (65) days of the teacher's total accrued basic leave during any one period of absence.

Subd. 3 Personal Leave

a. Use and Notification Requirements

- (1) Upon request, a teacher scheduled to hold a position for a period of one hundred (100) or more working days in a school year, may utilize up to four (4) days per year of basic leave without salary deduction.
 - (2) A teacher scheduled to hold a position for a period less than one hundred (100) working days in a school year, may utilize upon request up to one (1) day per year of basic leave without salary deduction.
 - (3) Except in an emergency, there shall be five (5) working days' notice to the principal of the request for personal leave pursuant to this subdivision.
- b. The number of leaves granted under this Section shall be limited to fifteen percent (15%) of the faculty in the teacher's building on any duty day. On days following or preceding holiday breaks no more than three per elementary building or 5% of any secondary building will be granted personal leave on the same day.
 - c. Personal leave will not be granted during the first two (2) calendar weeks and the last two (2) calendar weeks of the student school year without special permission from the Superintendent or designee. A calendar week may be fewer than five (5) student contact days.
 - d. One day of personal leave may be accrued up to one year if unused during the current school year.
 - e. Leave pursuant to this subdivision shall not be used when other sections of this agreement make provision for the absence.

Subd. 4 Religious Leave

a. Use and Notification Requirements

- (1) Upon request, a teacher scheduled to hold a position for a period of one hundred (100) or more working days in a school year, may utilize up to two (2) days per year without deduction from their accrued basic leave.
- (2) A teacher scheduled to hold a position for a period less than one hundred (100) working days in a school year, may utilize up to one (1) day per year without deduction from the accrued basic leave.

- (3) Except in an emergency, there shall be three (3) days' notice to the principal of the request for religious leave pursuant to this subdivision.

Subd. 5 Family Illness Leave

- a. Six (6) days of accrued basic leave may be used to provide necessary care because of serious illness of a teacher's parents, sister, brother; blood relations residing in the same household; the father, mother, sister or brother of the teacher's spouse; or a close friend residing in the same household as the teacher.
- b. Use of family illness leave with pay beyond what is defined in (a) will be available to the employee based on [M.S. 181.9413](#).
- c. Up to one (1) day may be allowed in case of serious illness of any other relative or close friend.
- d. At the discretion of the Superintendent, additional leave may be allowed under this section and deducted from accrued basic leave. Substitute pay may be deducted from these additional days.

Subd. 6 Bereavement Leave

- a. In the event of the death of a teacher's spouse, significant other, child, parent, sibling, blood relation, or close friend residing in the same household; or the parent, sibling, or child of the teacher's spouse or significant other, the Employer shall allow four (4) days of bereavement leave without deduction from the accrued basic leave earned by the teacher.
- b. Six days of accrued basic leave may be used to provide additional leave in the event of the death of immediate family or household as defined above in Subd. 5a.
- c. Up to one (1) day may be allowed in case of death of any other relative or close friend.
- d. At the discretion of the Superintendent, additional leave may be allowed under this section and deducted from accrued basic leave. Substitute pay may be deducted for these additional days.
- e. The Employer shall allow up to four (4) hours of bereavement leave on an annual basis for attendance at the funeral of a current school District employee or student, without deduction from the accrued basic leave earned by the teacher. The number of leaves granted under this provision may be limited at the discretion of the Employer based on the availability of qualified reserve teachers

Subd. 7 Notification of Basic Leave

An electronic notification shall be sent to each teacher annually, indicating how to view their Basic Leave information.

Section B. Worker's Compensation

Subd. 1

A teacher who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the Employer will pay the teacher's regular rate of pay and the

teacher will enter the days absent into their basic leave account. If the absence is more than three days, the worker's compensation insurance carrier will issue a check to the teacher for two-thirds of their salary for the lost time and the District will credit back two-thirds of the deduction from basic leave. The teacher will cash and keep the check from the worker's compensation insurance carrier and the District will deduct that amount from their paycheck.

Subd. 2

Such payment shall be paid by the Employer to the teacher only during the period of disability.

Subd. 3

In no event shall the additional compensation paid to the teacher by virtue of sick leave result in the payment of a total daily, weekly, or monthly salary that exceeds the normal salary of the employee.

Section C. Child Rearing Leave

Subd. 1

Child rearing leave of absences shall be available to teachers for a period of time, not to exceed twelve (12) calendar months, for the purpose of caring for a newborn infant or pre-school adopted child for which the applicant has the legal responsibility for the care and/or support of said child. Such leave may be taken subsequent to birth of the teacher's child, or in the case of adoption, when the child is physically turned over to the teacher-parent.

Subd. 2

- a. At least two (2) calendar months prior to the estimated delivery date of the child, the employee shall be required to notify the Employer in writing whether or not the employee intends to take child rearing leave. This election may be changed at any time before the teacher is no longer disabled from working due to childbirth or pregnancy related disability or before the fifteenth (15th) day after the birth of the child, whichever is sooner.
- b. Upon filing an application for adoption of a pre-school child, the employee shall be required to notify the Employer, in writing, of the teacher's intention to take a child rearing leave. Such notice to include the estimated date when such leave shall become effective.

Subd. 3

In connection with the election to take child rearing leave, the teacher shall submit a request for such leave in writing. Such request shall include an estimated commencement date and return date. The estimated commencement date shall be the physician's projected date the teacher will no longer be disabled from teaching due to childbirth or pregnancy related disability, or in the case of an adoption, the agency's estimated date when the child will be turned over to the parent.

Subd. 4

In making the final determination under Subd. 3 concerning the duration of a child rearing leave of absence, the Employer shall not be required to grant a leave of absence in excess of two (2) semesters.

Subd. 5

The actual commencement date of child rearing leave shall be the date on which the teacher is no longer disabled due to childbirth and pregnancy related disability as determined by the

physician; or, in the case of an adoption, the date when the child is physically turned over to the teacher-parent. The return date shall be twelve (12) calendar months following the actual commencement of the leave except as may be provided in Subd. 7.

Subd. 6

If a teacher complies with all the provisions of this section, a child rearing leave will be granted by the Employer. The Employer will notify the teacher in writing of its action.

Subd. 7

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

Subd. 8

A teacher returning from child rearing leave will be reemployed in the teacher's former position if available. If that position is not available, then to a position in the teacher's seniority category for which the teacher is otherwise qualified.

Subd. 9

Teachers on child rearing leave shall notify the Superintendent by certified letter of their intention to either: (1) return to employment as scheduled in accordance with return date of the leave; or (2) resign according to the following schedule:

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

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

Subd. 10

A teacher who returns from child rearing leave within the provisions of this Section, shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the beginning of the leave. The teacher shall not accrue additional experience credit for leave time during the period of absence for child rearing leave.

Subd. 11

A teacher on child rearing leave is eligible to participate in group insurance programs if permitted under the insurance policy provision, but shall pay the entire premium for such programs as the teacher wishes to retain at the beginning of the child rearing leave in accord with the family and medical leave act. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this Section.

Subd. 12

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

Section D. Adoption Leave

Upon request to the Employer, an employee who adopts a dependent child, as defined by Article VI, Section A, Subd 2.(1), may use up to 10 days of basic leave for responsibilities associated with meeting the adoption agencies, or travel associated with an international adoption. To qualify for this leave, the employee shall provide the School District with documentation of the adoption. Additional paid leave may be provided with the approval of the Superintendent or designee.

Section E. Jury Duty Leave

When a teacher serves on a jury duty, the teacher will be granted the day or days necessary as stipulated by the court to discharge this civic responsibility without salary deduction. The compensation for jury duty service, excluding compensation for expenses, shall be remitted to the Employer.

Section F. Professional Organization Leave

Subd. 1

Upon request, one member of the teaching staff will be permitted a leave of absence to assume full-time duties on behalf of a Teacher Association for a period not to exceed two terms of office in said Association or six (6) years whichever occurs first.

Subd. 2

A leave of absence granted under this Section shall be a leave without pay.

Subd. 3

If a teacher is granted a leave under this Section, the teacher shall not be eligible for any of the fringe benefits in this Agreement except as may be agreed upon by the teacher and the School Board at the time the leave is granted.

Subd. 4

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

Subd. 5

The Association shall have reasonable time off for officers or appointed representatives for the purpose of conducting duties of the Association in accordance with the following conditions:

- a. The total time off granted to all teachers shall not exceed the equivalent salary of the teachers who are afforded such leave up to a maximum of 40 days during the period of this Master Agreement.
- b. A written request specifying the days of time off shall be filed with the Superintendent at least five (5) working days in advance of the date upon which the time off will commence.
- c. No more than five (5) teachers shall be absent from the District on any single day unless there are, in the opinion of the District, qualified substitute teachers available to permit more than five (5) teachers to be absent.
- d. The cost of substitute teachers shall be borne by the District.

Subd. 6

- a. The Association may request, and the School District shall grant, a 0.8 FTE reassignment to the MTA President/Vice President team. The reassignment may be divided between the President and Vice President, up to 0.8 FTE by mutual consent of the District and the MTA.
- b. The reassignment for the Vice President will occur if a suitable replacement is secured by the District.
- c. The Association will reimburse the District on a monthly basis for the actual cost of salary up to Lane 1, Step G and other benefits attributable to the reassignment.
- d. During the period of reassignment, the employee(s) will be subject to Article XI and shall accrue seniority and other benefits as though the employee(s) were on the underlying contract without the reassignment.
- e. The Association president shall meet at least twice a month with the Superintendent or Assistant Superintendent to enhance communication and facilitate this assignment.

Section G. Sabbatical Leave

Subd. 1

A sabbatical leave may be granted to teachers in the School District for the purpose of professional improvement, subject and pursuant to [M.S. 122A.49](#). The minimum length of sabbatical leave shall be one quarter; the maximum length shall be a full school year.

Subd. 2

Sabbatical leaves may be granted to teachers after at least six (6) years of professional employment in the District for the purpose of: accredited advance study, research, education, travel, and related professional activity. Unless replaced by the in-school sabbatical described in Subd. 13, below, a minimum of one full year sabbatical leave meeting the requirements of this section will be approved.

Subd. 3

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

Subd. 4

The teacher granted a sabbatical leave shall be paid an amount equal to at least one-half of the teacher's base pay exclusive of supplemental pay for additional duties or extended time. Less than full year sabbaticals shall be granted at one-half the normal base pay exclusive of supplemental pay for additional duties or extended time for the period of absence. Credits earned while on sabbatical leave may not be credited for salary purposes until the employee returns to full-time employment in the District.

Subd. 5

While on sabbatical leave, teachers progress on the salary schedule. Upon the teacher's return, the teacher shall be placed on the appropriate step of the salary schedule as though such teacher had not been on leave.

Subd. 6

Teachers on sabbatical leave shall be entitled to all fringe benefits which full-time teachers are eligible for except that long-term disability benefits will be dependent upon the teacher's base salary the year prior to being granted a sabbatical.

Subd. 7

A teacher on sabbatical leave shall accrue seniority as though the teacher had not been on leave.

Subd. 8

Every effort shall be made to return the teacher to the teacher's former position.

Subd. 9

Teachers granted sabbatical leave must discharge full-time professional duties in the District for at least two (2) complete academic years following the leave, or repay the amount received while on sabbatical leave, including any fringe benefits paid by the District. Exception to this can be made only because of death, serious illness, or disabling injury to the teacher that prevents the teacher from fulfilling this obligation. Under special circumstances, the Superintendent may recommend additional exceptions to the Board of Education, and the Board at their sole discretion, may grant such exceptions.

Subd. 10

The number of sabbatical leaves that may be granted at any one time shall be limited to one percent (1%) or major fraction thereof of the total faculty. If requests exceed such limitation, priority shall be given on the basis of length of service, prior leaves granted, contribution to the District, and equitable distribution among the various schools, departments and grade levels of the District.

Subd. 11

Written application for sabbatical leave must normally be made by the February 1 immediately preceding the anticipated school year of absence. The application shall include a description of the intended activity, benefits expected, and statement of intent to return.

Subd. 12

Applicants shall be notified in writing prior to April 1 of the action taken on the application.

Subd. 13

- a. As an alternative to the sabbatical leave described in Subd. 1-12 above, the Employer may approve up to 0.5 FTE released time, at full pay plus expenses, for teacher-proposed projects which address priority in-District needs and concerns.
- b. If approved, 0.5 FTE released time for in-school sabbaticals shall be considered equivalent to and a replacement for the one full-year sabbatical provided for in Subd. 2 above.
- c. Subd. 3, 5, 6, 7, 8, 10, 11 and 12 above shall also apply to in-school sabbaticals.

- d. Any teacher may submit a proposal for an in-school sabbatical; however, priority consideration will be given to proposals submitted by staff members who have completed at least six (6) years of professional employment in the District.
- e. Activities included in an in-school sabbatical shall not apply toward lane advancement on the salary schedule.

Section H. Unrequested Leave

Subd. 1 – Seniority – Definitions and Rights

- a. Seniority is defined as length of continuous active service as a teacher with the District from the most recent date of employment as a regular full-time teacher [thirty (30) or more hours per week]. In order to accrue seniority under this Section, a teacher must have a continuing contract with the District pursuant to [M.S. 122A.40](#). Effective July 1, 1981, teachers awarded Substitute Teaching Contracts subject to [M.S. 122A.40](#) by virtue of [M.S. 122A.44](#) shall be eligible to accrue seniority during the term of such contract. Teachers shall not accrue seniority during their probationary period of employment as defined by [M.S. 122A.40](#). Upon completion of the probationary period, seniority shall then be credited to the teacher retroactive to the teacher's date of hire, pursuant to the provisions of this Section.
- b. Continuous active employment shall not be broken by any authorized leave of absence properly utilized according to the provisions of this Agreement. Teachers on authorized leave of absence shall retain the seniority acquired at the time the leave was granted. However, there shall be no accrual of seniority credit while a teacher is on a leave of absence unless specifically so provided by the terms of the leave
- c. The following applies to full-time teachers:
 - (1) If the teacher completes either one full-quarter or at least 46 duty days, 0.25 seniority credit will be given.
 - (2) If the teacher completes either one full-quarter or at least 99 duty days, 0.5 seniority credit will be given.
 - (3) If the teacher completes more than one semester and at least 100 duty days, 1.0 seniority credit will be given.
- d. The following applies to part-time teachers:
 - (1) A regular part-time teacher working fewer than thirty (30) but more than fourteen (14) hours per week shall be credited with seniority at 1/2 of the amount a regular full-time teacher would have received during the same calendar period of service. This provision is to be applicable to part-time service rendered after July 1, 1979.
 - (2) A regular part-time teacher working fourteen (14) hours or fewer per week shall be credited with seniority at 1/3 the amount a regular full-time teacher would have received during the same calendar period of service. This provision is to be applicable to part-time service rendered after July 1, 1981.
 - (3) In crediting seniority for part-time teachers working fewer than thirty (30) hours but more than fourteen (14) hours per week, only increments of 0.25 year will be

credited. Further, a part-time teacher must be employed in two (2) consecutive quarters in order to earn and have credited this 0.25 year seniority credit.

(4) In crediting seniority for part-time teachers working fourteen (14) hours or fewer per week, only increments of 0.33 year will be credited. Further, a part-time teacher must be employed four (4) consecutive quarters to earn and have credited this 0.33 seniority credit.

e. Seniority shall be on a category basis as follows:

(1) On a District-wide basis for classroom teachers, grades kindergarten through six (6).

(2) On a District-wide basis within departmental areas, grades kindergarten through twelve (12).

(3) School nurses.

(4) Effective with the ratification date of this Agreement, seniority categories shall be added or deleted only after the Association has been given the opportunity to meet and confer to the categories to be added and/or deleted.

f. Seniority and Transfers:

(1) A teacher who is voluntarily transferred to a different category may, at the discretion of the Employer, have total seniority transferred to the different category. A teacher who is involuntarily transferred to a different category may elect to transfer total seniority to the different category.

(2) If the different category to which the teacher transfers is not one that has the Association's mutual agreement as a result of the "meet and confer" discussions prescribed in Section H, Subdivision 1 e. above, then the teacher may elect to accrue seniority in both the category(ies) from which the teacher transferred and the different seniority category. However, the teacher must maintain his/her license in the seniority category(ies) from which he/she transferred in order to continue to accrue seniority in those categories. Further, any teacher new to the District hired into a seniority category established without the Association's mutual agreement as a result of the "meet and confer" discussion prescribed in Section H, Subdivision 1 e. above, who holds licensure qualifying him/her to teach in another category, may elect to accrue seniority in both the different category and the established category in which the teacher holds a license, providing the teacher maintains his/her license.

Subd. 2 – Unrequested Leave Procedure

a. Reduction of Staff – Process

(1) If it is necessary to reduce staff in the District because of discontinuance of position, lack of pupils, financial limitations, a merger of classes caused by consolidation of districts, such reduction will be affected by attrition to the extent that the Employer deems feasible. If additional reduction is necessary, the Employer will reduce staff utilizing seniority according to the provisions of this Section.

(2) Continuing contract teachers: A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while

probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed.

- (3) In reducing staff the Employer where possible will completely eliminate the position of the least senior teacher in a seniority category before reducing or eliminating the position of the next more senior teacher. Provided the Employer will not be required to completely eliminate the position of the least senior teacher before making other reductions under the following circumstances:
 - (a.) when such action would result in a split assignment necessitating a teacher to travel daily between more than two (2) buildings;
 - (b.) when such action would result in noncompliance with federal or state law and/or regulations; or
 - (c.) when such action would result in a split assignment between two (2) buildings and the teaching schedules associated with the assignment would be overlapping, would not allow for sufficient travel time between buildings, or would result in the teacher's work day exceeding eight (8) hours.

Provided further, the employer may reduce the position of any teacher who has a position of greater than 1.0 and/or works more than 184 days per year to 1.0 and/or 184 per year regardless of that teacher's seniority standing. If it is necessary to reduce a more senior teacher, the Association will be notified.

- (4) The School District shall not be required to reassign or realign a senior teacher to a different subject matter category to accommodate the seniority claims of a junior teacher, nor shall the School District be required to assign a senior teacher to a substantially different grade level assignment to accommodate the seniority claims of a junior teacher.

b. Reduction of Staff by Seniority

If it is necessary to reduce or eliminate positions in the District, teachers will be released within the categories as indicated in Section H, Subdivision 1e above in the reverse order of their seniority credit. In cases where two or more teachers have the same seniority credit, ties will be broken based on the following criteria in the order listed until the tie is broken.

- (1) The date the School Board approved the most recent employment. The earliest date of employment will be given priority.
- (2) A teacher certified in a category with a major will be ranked over a teacher with a minor in the category.
- (3) The teacher with the greatest number of years of teaching experience outside the District will be given priority.
- (4) A decision by the Employer.

c. Notice to Teachers

Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:

- (1) states the applicable grounds for the proposed placement;
 - (2) provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice;
 - (3) and provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action.
- d. Right to a Hearing and Decision:
If the teacher requests a hearing, the teacher proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing and to challenge the proposed placement pursuant to the grievance procedure as provided in this agreement commencing at the arbitration level.
- e. Recall Process
- (1) Teachers given unrequested leaves of absence will be given priority for positions which become available in the category from which they were released in the reverse order of their release.
 - (2) Any teacher on unrequested leave of absence who accepts a recall to a lesser position than the one held prior to placement on unrequested leave, shall be offered in order of category seniority any greater positions that become available before the first workshop day at the start of the school year or during the year at the sole discretion of the Employer, until the teacher attains a position equal to that held before placement on unrequested leave.
- f. Termination of Seniority Rights
All seniority rights will be terminated with no re-employment rights under the following circumstances:
- (1) The employee resigns.
 - (2) The employee is discharged or terminated.
 - (3) The employee does not signify intent by certified or registered mail to return to work from an unrequested leave of absence to a position that is equal to or greater than the one held prior to placement on unrequested leave of absence, within fourteen (14) calendar days after being notified to return by certified or registered mail, addressed to the employee at the last address filed with the Superintendent of Schools. An employee who changes address must notify the Employer of the change. The date by which the employees must return to work from unrequested leave shall be at the discretion of the Employer, but shall in no case (except by mutual agreement) be sooner than twenty-one (21) calendar days following original notification by the Employer.
 - (4) The employee has been on unrequested leave for a period of time equal to the employee's category seniority at the time of the unrequested leave or five (5) years, whichever is less. Any teacher while on unrequested leave of absence shall be offered in order of category seniority and full-time substitute teacher contract in the teacher's seniority category covering at least one (1) full semester of the school

year which becomes available fifteen (15) days prior to the first workshop day of the school year for the entire faculty.

- g. Right to Refuse Recall: A teacher on unrequested leave of absence may refuse a recall to a position of less time than the one held prior to placement on unrequested leave, without jeopardizing the teacher's seniority and reemployment rights to future positions, provided that refusal of a recall to such lesser position than the one held prior to placement on unrequested leave of absence shall constitute a waiver, terminating the teacher's seniority and reemployment rights with respect to the waived position, until the waived position becomes vacant through termination, resignation, or reassignment of the position incumbent. Termination or reduction of an incumbent's position, and a rehiring of the incumbent, shall not create a vacancy.
- h. Leaving of Bargaining Unit: Employees transferred from, or promoted out of, the bargaining unit shall retain the seniority they had acquired at the time of transfer or promotion for a period of two (2) years after which time all seniority credit acquired as a teacher shall become void.
- i. Seniority Lists: On or before November 1 of each year the Employer shall post in each building distribute electronically a seniority list reflecting the seniority ranking and years of seniority of each teacher as of the preceding June 30. If any teacher believes a correction should be made in the seniority list, the teacher must file any such proposed correction in writing with the Employer representative designated on the posting by December 31 in the year of the posting. Failure of a teacher to file a proposed correction by December 31 shall be deemed the acquiescence of that teacher to his/her seniority ranking and years of seniority through the preceding June 30.
- j. Insurance Fringe Benefits: Teachers on unrequested leave of absence will be permitted to purchase insurance fringe benefits to the extent permitted by the carriers involved.

Section I. Military Leave

A teacher who is a member of the United States military shall be permitted time off to fulfill his or her obligations as a member of the military, in accordance with applicable state and federal law. The teacher will receive pay and benefits to the extent required by state and federal law.

Section J. Time Off for Public Office Meetings

A teacher who has been elected to public office shall be permitted time off without pay to attend meetings necessitated by reason of the teacher's public office, in accordance with applicable law. ([M.S. 211B.10](#) Subd. 2.)

Section K. Other Long and Short Term Leave

Subd. 1

A teacher may apply for a paid or unpaid leave of absence for any reason not covered under other sections of this Article. Advanced study, fellowship, teaching abroad, travel, specialized employment, government education programs, exchange teacher programs, or personal problems and family illness are examples of other long and short term leaves.

Subd. 2

An application for a leave of absence under this Section shall be made to the Superintendent of Schools.

Subd. 3

The Superintendent shall present such request, together with a recommendation, to the School Board.

Subd. 4

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

Subd. 5

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

Subd. 6

If a teacher is granted a leave under this Section, the teacher shall not be eligible for any of the fringe benefits in this Agreement except as may be agreed upon by the teacher and the School Board at the time the leave is granted.

Subd. 7

Whether or not such leave will be granted, and under what conditions, shall be at the discretion of the School Board after reviewing all of the circumstances.

Subd. 8

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

Subd. 9

Teachers on long term leave shall notify the Superintendent by certified letter of their intention to either (a) return to employment, or (b) resign, according to the following schedule: February 1 for those scheduled to return the following August; and October 15 for those scheduled to return the second semester. The employee shall lose all reemployment rights if the employee fails or refuses to notify the Employer by certified mail of the teacher's intention to return to work as required by the conditions specified by the Employer when the leave of absence was granted or the provisions of this Section.

Subd. 10

Failure of a teacher to return from any leave of absence granted under this Section at the specified date for return may constitute grounds for dismissal.

ARTICLE VII – BASIC SCHEDULES AND RATES OF PAY

Section A. Salary Schedule

Subd. 1

The wages and salaries reflected in Schedule "A" attached hereto shall be a part of the Agreement for the 2021-23_school years.

Subd. 2

The salary schedule is not to be considered part of the teacher's continuing contract.

Subd. 3

The salary schedules in Schedule "A" shall apply to the performance of duties during the school year as defined in Article V, Section A, School Calendar.

Section B. Initial Placement.

Initial placement of teachers new to the District on the salary schedule shall be a matter of agreement between the Employer and the teacher. Provided, the District shall not place a new teacher on the schedule at a point higher than that to which the teacher's teaching or teaching-related experience would otherwise entitle the teacher.

Section C. Step Advancement for the 2021-23 School Years

Subd. 1

A full-time teacher will advance one (1) step for each full school year of employment until the top numerical step (non-career) has been reached. Advancement will be made at the beginning of the school year in even numbered years. In odd numbered years step advancement will occur at the beginning of the school year or upon completion of the negotiated agreement, if it occurs after the school year begins, and step advancement is part of the negotiated agreement.

Subd. 2

Equivalent full-time teaching service is the sum of the years credited for salary purposes at the time of initial employment plus years of equivalent full-time teaching service in the District.

Subd. 3

Teachers working less than full-time, but more than fourteen (14) hours per week shall advance one step for each two (2) full years of part-time service. Advancement will be made at the beginning of the school year only.

Subd. 4

Commencing July 1, 1981, teachers working fourteen (14) hours or less per week shall advance one step for each three (3) full years of such part-time service. Advancement will be made at the beginning of the school year only. This provision to apply to service rendered after July 1, 1981, only.

Subd. 5

The School District may withhold step advancement for just cause after first providing sufficient notice to the teacher of the performance concerns and allowing adequate time and assistance for improvement. In the event that the Employer withholds a step advancement as provided herein, and the cause is corrected, the withheld step increase shall be reinstated at the beginning of that year.

Section D. Lane Advancement

Subd. 1

- a. The compensation specified on individual teacher contracts for teachers previously placed on the salary schedule will reflect lane advancements as follows: teachers

Teachers who hold contracts which call for an extension of the school year beyond that defined in the School Calendar, Article V, Section A, shall be compensated on a pro rata daily basis, determined by dividing the basic salary by 184, and multiplying by the number of days worked beyond those as indicated in the School Calendar.

Section E. Professional Growth Process and Procedures

Subd. 1 Responsibility for Career Growth:

It is the responsibility of each teacher to continue professional growth throughout his or her career. Many avenues are available to this end: college credits, lectures, seminars, workshops, conferences and conventions, non-credit institutes, in-services, projects, curriculum writing, committee service, travel, collegial relationships, and work related experiences.

Subd. 2 Relicensure:

Teachers will be able to apply some of these experiences toward the renewal of the teaching license. The teacher should work through the local Continuing Education Committee to complete the necessary forms to earn and receive renewal units for recertification. This committee operates under the direction of the Professional Educators Licensing and Standards Board.

Subd. 3 Professional Growth Advancement on the Salary Schedule:

Teachers may use graduate college credit to advance on the salary schedule. Undergraduate credit may be allowed on an exception basis and with prior approval. One elective course per lane is available. Options are available to advance on the salary schedule as follows:

- a. Informal Program
The District may approve teacher applications for up to a maximum of 40 semester graduate credits (Lane 3) without requiring the teacher to participate in a degree program. This is the maximum lane to which the teacher may advance through the Informal Program. These credits must directly relate to the teacher's current assignment.
- b. Master's Degree
Teachers who earn an approved Master's Degree directly related to their teaching assignment may advance to Lane 3 on the salary schedule.
- c. Post Master's Degree Graduate Credit
After the Master's Degree has been earned, additional graduate credits may be earned and used to advance through Lanes 4, 5, 6, and 7 as approved by the District.
- d. Specialist or Doctorate Program
Teachers wishing to receive salary advancement for these programs must apply for and receive permission from the superintendent or designee

Subd. 4 Procedures to Follow for Course Approval for Lane Advancement:

- a. Prior Approval for Course Work is strongly recommended for Teachers
Even though it is not required, teachers should seek prior approval if they wish to make sure that the courses they are taking will be approved for salary advancement. An on-line form is used to obtain prior approval for course work.
- b. Master's Degree

Prior approval from the District is strongly recommended before a Master's Degree is begun to guarantee acceptance of the program by the District. An on-line form is used to obtain prior approval for course work.

- c. Documentation of Earned Credit
A copy of the transcript is recommended, an official grade slip is acceptable, and must reflect completed graduate credits with a grade of "C" or higher and be received by the Human Resources office by the following deadlines: October 1 (full salary increment), February 1 (one-half salary increment), and May 1 (one-fourth salary increment). The credits will be reviewed and approval will be determined by the District. Grade slips should be accumulated by the teacher and submitted on standard size paper at the time the teacher wishes to advance on the salary schedule.
- d. Career Change or Licensure Change
Course work primarily intended to prepare a teacher for another profession or licensure field or trade outside education will not be applied toward any lane change.
- e. Other Conditions
Persons attending conferences, conventions, seminars, etc. at District expense may not receive any credit for purposes of advancement on the salary schedule. Similarly, teachers may not receive credit toward advancement on the salary schedule for participation in District-sponsored workshops or in-service experiences offered during the regular work day or outside the work day on a stipend basis.

Subd. 5 Procedures to Facilitate an Appeal Process:

Committee Membership: Committee membership will consist of an elementary principal, secondary principal, central office administrator, school board member, one elementary teacher, one middle level teacher, one high school teacher, and one teacher at large. Experienced principals and teachers should have tenure in District 276.

Teacher Appeal Process:

- a. Appeal Timeline
A teacher who wishes to appeal a decision is required to do so within twenty (20) working days of notification of the District's decision.
- b. Contact the District Administrator
The teacher should contact the District administrator and review the matter to determine if the matter can be resolved at this level.
- c. Write a Synopsis of the Issue
The teacher drafts a one page statement identifying what was requested, the action that the District took and state the reason why the request ought to have been approved under the professional growth process and procedures. The District will review the appeal and agree with the teacher's facts or draft a one page statement identifying points of disagreement.
- d. Committee Hears Appeal
The committee will meet in September, January, and April. A majority vote is required to overturn the District decision. The committee will render a recommendation. The committee acts as advisory to the Board of Education.

e. Grievance Procedures

If the teacher disagrees with this decision, the teacher may use the grievance procedure.

Subd. 6 Criteria for Approval of a Specialist or Doctorate Degree

The School District shall use the following criteria in considering approval of a teacher's request to receive lane credit for a Specialist or Ph.D. degree:

- a. The teacher has a strong record of performance excellence within his/her specific area of assignment and has demonstrated for many years strong leadership within Minnetonka School District as a whole.
- b. The teacher expresses the strong desire to continue to provide excellence within his/her specific area of assignment as well as to continue strong leadership within Minnetonka School District as a whole.
- c. There is a high correlation between the teacher's classroom assignment and the specialist or doctoral course work and dissertation; that is, the benefits of the work in terms of improvements in teaching and learning of Minnetonka pupils must be very close and be very clear.

Section F. National Board Compensation

Teachers who have earned and currently hold certification from the National Board for Professional Teaching Standards will receive a stipend of \$1,000 annually in addition to base salary. In addition, qualifying teachers are eligible to work up to an equivalent of ten (10) extra days at their daily rate of pay, determined by dividing the basic salary by 184, and multiplying by the number of days worked, in accordance with a plan approved by the District.

Section G. Certificate of Clinical Competence

Speech and Language Clinicians who hold their Certificate of Clinical Competence, School Social Workers who hold the School Social Work Specialist Certification, Occupational Therapists who hold the National Board for Certification in Occupational Therapy, School Psychologists who hold the National School Psychologist credential, and Licensed School Nurses who hold the National Board for Certification of Schools Nurses credential, will receive a stipend of \$1,000 annually in addition to base salary. This stipend will be paid upon receiving verification of renewal from the teacher. (This payment will replace the reimbursement payment for the Certificate).

ARTICLE VIII – INSURANCE FRINGE BENEFITS

Section A. Insurance Fringe Benefit Allocation for Full-time Teachers

Subd. 1

Each full-time teacher scheduled to hold a position for a period in excess of one hundred (100) working days in a school year will be allocated \$880 per month effective July 1, 2021 and \$925 per month effective July 1, 2022, for use in purchasing fringe benefits under this Article. Effective July 1, 2021, teachers electing Family VEBA coverage will receive an additional 10% of the fringe allocation per month for use in purchasing fringe benefits under this article. Effective July 1, 2022, teachers electing Family VEBA coverage will receive an additional 20% of the fringe allocation per month for use in purchasing fringe benefits under this article. Said allocation will be made on

a prorated basis each pay period. Insurance coverage will extend through August 31 for all health insurance participants whose employment will end at the conclusion of the current school year.

Subd. 2

Each teacher shall be charged as having purchased individual coverage under the Group Health and Hospitalization Insurance Plan specified in Section C, Subd. 1, the life insurance specified in Section C, Subd. 2a, the income protection insurance specified in Section C, Subd. 3, and the dental insurance specified in Section C, Subd., 4 below, whether or not the teacher authorized purchase of any of these insurance coverages. For purposes of computing the amount to be charged to each teacher's account for the purchase of insurance coverages, the rate in effect for a particular month shall be the rate billed by the carrier for that month.

Subd. 3

If a teacher elects to purchase insurance fringe benefits under Section C below which results in monthly premium charges greater than the amount allocated to the teacher's account pursuant to Subd. 1 above, any cost in excess of the teacher's monthly allocation shall be borne by the teacher and paid by payroll deduction. The monthly deduction shall be annualized and divided evenly over the number of pay periods elected by the teacher.

Subd 4

A teacher will receive as additional salary, any money allocated to the teacher for that month which was not charged against the teacher's account for purposes of fringe benefit purchases in accordance with Subd. 1 above. The monthly unused fringe benefit allocation shall be annualized and divided evenly over the number of pay periods elected by the teacher.

Subd. 5

Monthly allocation to teachers for the purposes of purchasing insurance fringe benefits under Subd. 1 above shall cease in the first of the month following any of the following:

- a. Termination of employment with the District; provided, termination at the end of the school year shall not disqualify a teacher who is otherwise eligible for receipt of monthly allocation through August of that year.
- b. Leaving on an authorized leave of absence, unless other provisions of this Agreement make provision for continuance of the monthly allocation.

Subd. 6

Any teacher on an approved leave of absence for medical purposes shall be allocated \$59.74 per month for up to five (5) years for use in purchasing individual hospitalization, medical and major medical insurance.

Subd. 7

No change in the carriers providing insurance coverage under Section C below will be made during the term of this Agreement without first informing the Association and providing it with the opportunity to meet and confer with the Employer on the change. In the event an interpretation of application is rendered by the carrier, copies shall be sent to up to two (2) Association representatives designated in writing by the Association to receive such copies.

Section B. Hospitalization, Medical and Major Medical Insurance for Part-time Teachers
Subd. 1

Each part-time teacher scheduled to hold a position for a period in excess of one hundred (100) working days in a school year shall be eligible for hospitalization, medical and major medical insurance benefits if the employee:

- a. is regularly employed for twenty (20) or more hours per week and is otherwise qualified under the terms of the insurance policy;
- b. Has not terminated employment with the District.

Subd. 2

The Employer shall pay the monthly premium for individual coverage for all part-time teachers who are eligible for, and are enrolled in, the School District group hospitalization, medical and major medical plan and who elect to receive individual coverage only. The coverage and benefits provided shall be, in all cases, governed by the terms and conditions of the insurance policy and policies and procedures of the insurance carrier.

Subd. 3

Part-time teachers who are eligible for, and are enrolled in, the School District group hospitalization, medical and major medical plan, and who elect to receive employee plus one and/or family coverage, shall bear the additional cost of the premium. The additional cost shall be paid by payroll deduction while the employee is receiving pay from the District. The coverages and benefits provided shall be in all cases, governed by the terms and conditions of the insurance policy and the policies and procedures of the insurance plan. The Employer will select the insurance plan and the insurance policy. To qualify for employee plus one and/or family coverage, the employee must have eligible dependents as defined by the insurance plan, and must make a request for such coverage on a form provided by the Employer.

Section C. Available Fringe Benefits for Full-time Teachers

Subd. 1. Hospital Medical Insurance

- a. A teacher shall be eligible to purchase hospitalization, medical and major medical insurance coverage if the teacher:
 - (1) is qualified under the terms of the policy;
 - (2) is on an approved leave of absence for medical purposes, not to exceed five (5) years; and
 - (3) has not terminated employment with the District.
- b. Individual coverage and family coverage shall be available for all teachers who are eligible for, and are enrolled in, the School District Group Health and Hospitalization Plan. Administration of the plan will be consistent with the policies and procedures of the insurance carrier. The Employer will select the insurance carrier. To qualify for family coverage the teacher must have eligible dependents as defined by the insurance carrier and must make a request for such coverage on a form provided by the Employer.

Subd. 2 Life Insurance

- a. A \$100,000 principal sum life insurance policy which shall have a double indemnity provision in the case of accidental death shall be available for each full-time teacher.

The principal sum benefits and the double indemnity benefits for any teachers age sixty-five (65) and over shall be the amount specified by the policy and may be lower than the amount specified herein. The administration of this plan will be consistent with the policies and procedures established by the insurance carrier. The Employer will select the insurance carrier.

- b. Teachers will have the option consistent with the policies and procedures of the insurance carrier, to purchase supplemental term life insurance in \$10,000 increments. The costs of any such Group Life Insurance shall be borne by the teacher and, to the extent such cost exceeds the monthly amount allocated to the teacher pursuant to Section A above, it shall be paid by payroll deduction while the teacher is receiving pay from the District.

Subd. 3 Income Protection Insurance

Income protection insurance equivalent to annual base salary up to a maximum of \$50,000 shall be available and paid for by each full-time teacher on an after tax basis. Such income protection insurance benefits for teachers, age (65) and over, may be modified as a part of the policy in accordance with what the carrier is willing to provide. The administration of this plan will be consistent with the policies and procedures established by the carrier. The Employer will select the insurance carrier.

Subd. 4 Dental Insurance

Dental insurance shall be available for each full-time teacher. The administration of the plan will be consistent with the policies and procedures of the insurance carrier. The cost of any Group Dental insurance shall be borne by the teacher and to the extent such costs exceeds the monthly amount allocated to the teacher pursuant to Section A above, it shall be paid by payroll deduction while the teacher is receiving pay from the District.

ARTICLE IX – CAREER FINANCIAL PLANNING AND TRANSITION

Section A. Overview

Employees are encouraged to develop a financial plan for their future and for transition into retirement. The benefits outlined in this Article offer the tools for each employee to plan for that transition. Specifically, two exclusive options are offered as follows:

Option #1: Career Transition Trust (CTT): (Closed – employees made a one-time election)
The purpose of the CTT Plan is to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of employment with the District.

In addition, this plan offers post-employment health insurance benefits until eligible for Medicare (Section C).

Option #2: Retirement Savings Plan: All employees who made the one-time election, or began employment on or after July 1, 2005, are limited to Option #2. The purpose of the Retirement Savings Plan is to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of employment with the District.

Section B. Option #1. Career Transition Trust (CTT Plan):

Subd. 1

The CTT Plan will require participation by the employee coupled with a matching contribution from the District.

Subd. 2

The CTT Plan will provide two levels of benefits for District employees, a defined contribution CTT Plan and a post-employment insurance benefits plan (Section C)

The CTT Plan will require participation by the employee coupled with a matching contribution from the District as detailed in Subd. 3.

Subd. 3

Defined Contribution CTT Plan District Matching Benefits

Option #1

YEARS OF SERVICE	BOARD MATCHING CONTRIBUTION	TOTAL DURING SERVICE BRACKET
0-1 years	N/A	N/A
2-3 years	N/A	
4 - 5 years	\$590	\$1,180
6-10 years	\$884	\$4,420
11-15 years	\$1,178	\$5,890
16-20 years	\$1,768	\$8,840
21-25 years	\$2,063	\$10,315
26 + years	\$2,356	

Section C. Insurance Benefits for Retirees

Subd. 1

Effective July 1, 2007, a teacher who is a least fifty-five (55) years of age by August 31 of the school year during which the retirement is to become effective and has: (a) twenty (20) or more years of seniority teaching in the District; or (b) twenty (20) or more years of full-time service in the District (30 or more hours a week) which years of service need not be consecutive, and who retires during the term of this Agreement shall be eligible for insurance benefits from the retirement/severance trust fund as follows:

- a. The School District shall contribute \$210.00 per month until eligible for Medicare. The portion of the premium not contributed by the School District shall be borne by the teacher.
- b. Should a retired employee die while participating in the District group medical insurance plan and purchasing dependent coverage, the retired employee's spouse may continue participating in the plan for up to seven years following the retirement of the employee. The spouse shall pay the entire premium for such coverage.
- c. Should an active employee who is eligible for retirement pass away, the employee's spouse continue participation in the District group medical insurance plan for up to five (5) years following the death of the employee, with the following limitation:

- (1) The employee was enrolled in the District group medical plan, purchasing dependent coverage. The spouse shall pay the entire premium for such coverage.

Section D. Option #2. Retirement Savings Plan Benefits for Employees Beginning Employment On or After July 1, 2005, or who elected this Option:

Subd. 1 Purpose of Retirements Savings Plan:

The plan will require participation by the employee in a tax sheltered account (TSA) plan. The District will match the employee's deposit in TSA plan as stated below.

Subd. 2 Benefit: CTT Plan in Section B Plus Retirement Savings Plan

YEARS OF SERVICE	BOARD MATCHING CONTRIBUTION	TOTAL DURING SERVICE BRACKET
1 year	No District Match	\$ 0
2 - 3 years	\$275	\$550
4 - 5 years	\$884	\$1,768
6 - 10 years	\$1,297	\$6,485
11 - 15 years	\$1,708	\$8,540
16 - 20 years	\$2,593	\$12,965
21 - 25 years	\$3,016	\$15,080
26 + years	\$3,476	

Section E. Administration of CTT Plan and Retirement Savings Plan

Subd. 1 Eligibility for CTT Plan or Retirement Savings Plan

Employees working 75% or more of a full-time schedule shall be eligible to receive 100% of the annual matching contribution. Teachers who are working a contract year less than 75%, or the equivalent of 1104 hours per year, shall receive the District matching contribution appropriate for years or service in the following proration of the District matching contribution:

ANNUAL CONTRACT	PERCENT OF DISTRICT CONTRIBUTION
0.75 FTE or greater (1104 hours or greater)	100.0%
Greater than 0.5 but less than 0.75 FTE (736 – 1103 hours)	50.0%
Greater than 14 hours per week but less than 0.5 FTE (504 – 735 hours)	33.3%

Subd. 2 Wellness Payments

If permitted by Minnesota Statutes and IRS Code Section 457, the employee may choose to direct the District to deposit the Reimbursement for Unused Basic Leave (Wellness Payment), as

defined in Article VI, Section A, Subd. (1) of the Master Agreement, into the TSA investment selected under either the CTT Plan or Retirement Savings Plan designated by the employee without match by the District.

Subd. 3 Benefits Cannot be Accumulated

The District contribution will begin when the employee initiates an eligible investment program at an amount not to exceed the benefit schedule set out in Subd. 1, above.

An employee may elect to contribute to the selected program more than the District match. The CTT PLAN and only defines the limits of the District's participation in the selected program.

The District match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

Subd. 4 Definition – Years of Service

Years of service shall mean the years of accumulated full-time equivalent service for seniority purposes as of July 1 prior to the school year, plus the current year.

Years of service shall be measured as of July 1 each year for the following year.

Subd. 5 CTT Plan and Retirement Savings Plan Year Begins September 1

The annual year for the District contributions shall be September 1 through August 31. Changes in District matching amounts, based on years of service, shall occur within 10 days after the seniority list is posted.

Employees must establish participation in an eligible Deferred Income or TSA plan, as defined by Minnesota Statutes, before the District will begin matching contributions.

Subd. 6 District Contribution is Automatic

When an employee has an eligible CTT Plan or Retirement Saving Plan in effect, the District matching shall be automatic unless the employee requests otherwise.

Subd. 7 Employee Participation in a TSA Program

- a. In order to qualify, teachers must execute a salary tax shelter annuity (TSA) modification on a form provided by the Employer.
- b. A TSA salary modification agreement shall expire when revoked by the teacher or the teacher's employment is terminated.
- c. For employees of the District who were active prior to June 30, 2009, tax sheltered purchases will be limited to the 17 tax sheltered annuity companies that are part of the District's official 403b plan in accordance with the new IRS 403b regulations that became effective for January 1, 2009.
- d. For new employees hired for employment for the 2009-2010 school year and thereafter, who become active employees on July 1, 2009 or later, tax sheltered purchases will be limited to the following eight (8) tax sheltered annuity companies:

American Funds-Capital Guard
Ameriprise (formerly IDS, American Express)
AXA Equitable Life

Common Wealth Annuity (formerly Kemper/Chase)
Great West
VOYA (formerly ING)
ESI Financial – Education MN
Vanguard

- e. A teacher may elect to purchase tax sheltered annuities from two (2) individual companies. However, the Employer shall only be required under Section B of this Article to make matching contributions to one (1) company per teacher
- f. The salary modification may be requested to commence, or may be altered, at any time during the year provided that the salary modification form is properly completed by the teacher at least thirty (30) calendar days prior to its effective date.
- g. All deposits for each pay period will be sent to the Third Party Administrator on the employee payday.
- h. The District's matching contribution will be divided evenly by the number of pay periods selected by the employee.

Subd. 10 CTT Plan Must Comply with Federal and State Laws

The CTT PLAN is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b), and IRS Code Section 457.

ARTICLE X – TEACHER TRANSFER

Section A. Definitions

The following definitions will apply to all teacher transfer procedures set forth in this Article.

Subd. 1 Position(s)

Position is defined as a personnel allocation to carry out a school program function. Position is expressed in terms of Full-Time Equivalent (FTE); for example, full-time (1.0), half-time (0.5), and fifth-time (0.2).

Subd. 2 Teaching Assignment

A teaching assignment includes the following:

- a. Teaching Assignment Category: The designation of a seniority category or categories and/or the designation of a program(s) as defined in Article VI, Section G, Subd. 7.
- b. Building: The designation of a particular building or buildings where work is to be performed.
- c. Grade Level: The designation of the grade level(s) of students to whom teaching service is to be given.

Subd. 3 Teacher Transfer

A teacher transfer to which the provisions of this Article apply is limited to the following situations.

- a. A change in a teacher's teaching assignment which results in the location of the teacher's duties being changed from the building(s) in which the teacher has been teaching to one or more other buildings;
- b. A change in a teacher's teaching assignment which results in the teacher's duties being shifted for more than half of his/her contracted time from one or more teaching assignment categories in which the teacher has been teaching to another or other teaching assignment categories; or
- c. Change in a teacher's teaching assignment which results in the teacher teaching in a grade level(s) different from those in which she or he has been teaching where said change is across three or more grades. The grade level(s) in which the teacher has been teaching shall not be included as one of three grades.

Subd. 4 Voluntary

Voluntary is defined as proceeding with a person's own free will, free choice or full consent.

Subd. 5 Involuntary

Involuntary is defined as proceeding without a person's own free will, free choice or full consent.

Subd. 6 Vacancy

A vacancy exists under the following conditions:

- a. Any teaching assignment which results from the Employer creating or adding a position.
- b. An existing teaching assignment becomes vacant through a resignation, termination, or a leave of absence.
- c. When a transfer occurs to fill a vacancy created by a or b above, thus leaving the teaching assignment of the transferred teacher open, the District will determine if the vacancy is to be filled. The District will inform the MTA president if a vacancy is not to be filled.

Posting is the act of placing a job into the electronic application system and distributing that electronic notification to teachers across the District.

Subd. 7 Days

Days shall refer to calendar days.

Subd. 8 Schedule

A schedule is a particular sequence and timing of teaching activities. A schedule is not part of a teaching assignment.

Section B. Procedures

Subd. 1 Postings

- a. Openings that occur between January 1 and May 1 for the ensuing school year will be posted and subject to a six (6) working day transfer period. The six days will be inclusive of the day the position is posted. A teacher eligible for transfer must submit the transfer request (internal electronic application) by the end of the sixth (6) day to be considered for transfer.

- b. Openings occurring after May 1 and prior to July 1 will be posted and subject to a three (3) day transfer period. The three working days will be inclusive of the day the position is posted. A teacher eligible for transfer must submit the transfer request (internal electronic application) by the end of the third (3) day to be considered for transfer. (There will be no transfers after July 1).
 - (1) A brief job description and any additional duties or responsibilities;
 - (2) All criteria, required and preferred, to be used in making the selection for the position;
 - (3) Identification of the decision-maker(s);
 - (4) Specific job designation (job that will be available for the next year).
- c. Right to interview: Teachers with five (5) or more years of experience in the District who apply for a posted teaching position for which they are licensed shall be granted an interview. The right to this interview will be limited to one per school year.

Subd. 2 Applications

- a. When two or more applicants are equally qualified using the posting criteria, the applicant with the most seniority in the area of licensure will be granted the position.
- b. Written reasons for denying an application for transfer will be provided upon written request from the teacher not receiving the transfer. The decision to deny a transfer cannot be arbitrary, capricious or without basis and fact.
- c. If an interview takes place, no formal evaluation will be used as part of the interview.
- d. All staff in over-staffed areas will be considered for all open positions for which they meet required criteria.
- e. When an involuntary transfer is necessary, and two or more staff members are equally qualified using the posted criteria, the least senior in the area of license will be involuntarily transferred.

Subd. 3 Newly Hired Teachers

Teachers newly hired during the transfer process will not be assigned to a specific position until after Round 1 of the transfer process is complete.

Subd. 4 Exemption – Teachers on Long-term Substitute Contracts

When an incumbent has been granted an extension of a leave of absence, at the School District's discretion the replacement teacher may be rehired on a long-term substitute contract and assigned to the same position, consistent with other provisions of this article.

Subd. 5 Adjustment in Timelines

The timelines provided in Subd. 1-6 may be modified by mutual agreement of the Association and the School District.

Subd. 6 Assignments

The District will notify continuing contract teachers of their assignment for the upcoming year, no fewer than 10 working days before the end of the school year. If it is not possible to notify continuing teachers, no fewer than 10 working days before the end of the school year, the administration will communicate with those individuals affected the reasons why the assignments cannot be made.

Subsequent changes in the assignment may occur based on enrollment, financial conditions, vacancies, or other factors.

Upon teacher request, the employee shall be granted a meeting with the supervisor and/or District personnel responsible for the decision to discuss the rationale for the involuntary transfer.

Section C. Release Time

Any teacher transferring from one building assignment to another building assignment shall be granted upon request a minimum of one (1) day released time prior to the transfer.

Section D. Involuntary Transfer Limit

Under normal circumstances, a teacher will not be involuntarily transferred more often than once in three (3) years.

ARTICLE XI – PROGRESSIVE DISCIPLINE

Section A

The Minnetonka Teachers Association and the Minnetonka Public School District 276 have agreed to implement the tenets of Progressive Discipline to ensure the highest quality of professionalism and instruction for our students. Teachers may be given an oral warning, a written warning, suspension with pay, suspension without pay, and in the case of tenured teachers, termination for just cause.

Section B

Suspension without pay shall take effect upon the teacher's receipt of written notification from the Superintendent or Superintendent's designee. The written notification will state the grounds for the actions together with a statement that the teacher may make a written request for review under the grievance procedure of this agreement.

The decision of the Superintendent of Schools shall be subject to the grievance procedure.

ARTICLE XII – EARLY CHILDHOOD FAMILY EDUCATION

Section A. Relationship to Collective Bargaining Agreement

All Provisions of this collective bargaining agreement pertain to Early Childhood Family Education teachers except for the following:

Subd. 1

Article III (Teacher and Association Rights), Section D (Teacher Contract).

Subd. 2

Article III (Teacher and Association Rights), Section K (Payment of Salary). The District will continue its current practice of salary payment to Early Childhood Family Education Teachers,

with each paycheck reflecting hours worked during the previous pay period. If the District determines any changes necessary during the period of this contract the District agrees to first meet and confer with the Association.

Subd. 3 (Working Conditions)

- a. Any Minnetonka Preschool/ECFE teacher who begins a school year with 30 or more contracted hours will maintain no less than 30 hours for the remainder of that school year. Prior to July 1 of the impending school year the teacher may be assigned up to 40 hours for the forthcoming year.
- b. Any Minnetonka Preschool/ECFE teacher who begins a school year with 20-29 contracted hours will maintain no less than 20 hours for the remainder of the school year. Prior to July 1 of the impending school year the teacher may be assigned up to 29 hours for the forthcoming year.
- c. Before a new school year begins, all proposed solutions will be considered to provide each teacher with the full complement of hours that they were granted at the start of the previous school year. Seniority will be used in determining the distribution of these hours.
- d. If any Minnetonka Preschool/ECFE teacher has hours reduced during the school year the following criteria will be used to return the hours to the previous level.
 - (1) The teacher with the highest seniority and appropriate licensure will be considered first.
 - (2) The hours must be available when the teacher has an open time within their schedule to avoid any change in their ongoing schedule.

Hours will only become available if an assigned teacher resigns from a position during the year, new class is offered, a current employee voluntarily reduces hours or a new position becomes available for any reason.

Subd. 4

Prep Time:

Preparation time will be allocated based on 1.5 hours/day X the number of 2's/3's, 3's/4's or 4's/5's classes. Preparation time will be allocated based on 1 hour/day X the number of ECFE classes.

Parent Teacher Conference time:

Parent teacher conference time will be allocated based on the following:
20 minutes for each student in the fall and 20 minutes for each student in the spring.

Back to School Workshop: (24 hours)

Back to school time will be allocated based on 24 hours over a three-day period.

Staff Meetings: (15.5 hours)

Staff meetings will occur monthly and will be allocated on 15.5 hours for the year. In addition, there will be beginning of the year and end of the year staff meetings built into these 15.5 hours.

Prep and Plan Time: (18 Hours)

Staff use 2 hours per month to prep and plan with colleagues. The meetings scheduled for this time will be made in collaboration with the coordinator.

Classroom Set Up and Tear Down: (8 hours)

Fall set up and Spring tear down time will be allocated as 8 hours to be divided between the Fall and the Spring.

Professional Learning Meetings/PLC's (14 hours)

Staff Development and PLC time will be allocated on 14 hours for the year. There are three (3) required 2-hour PLC's at the end of Quarters 1-3 and four Late Start/Early Releases distributed throughout the year.

Parent/Student Night (formerly Curriculum night)

1 hour/preschool class Teacher meet and greet

Assessment Data Entry: (6 Hours)

Preschool teachers will receive two (2) hours in the Fall, Winter, and Spring for assessment data entry.

Subd. 5

Article VI (Leaves of Absence). This would apply to Early Childhood Family Education teachers, with the exception of Section G (Unrequested Leave) which would not apply. See Section B of this article.

Subd. 6

Article VII (Basic Schedules and Rates of Pay) are as shown in Schedule F.

Subd. 7 Step Increases

Early Childhood Family Education teachers will be eligible for a step increase if they:

- a. Step increase after:
 - (1) Work at least 991 hours the previous year; or
 - (2) Work at least 991 hours the previous two years without a step increase the previous year;
 - (3) Work at least 991 hours the previous three years without a step increase the previous two years.

Subd. 8

Article X (Teacher Transfer) is excluded.

Section B. ECFE Seniority

Subd 1

Seniority begins with the first day of service and is earned in increments of quarter years based on the total number of hours of employment in each fiscal year (July 1 through June 30).

170-444 hours = 0.25 year
445-719 hours = 0.5 year
720-990 hours = 0.75 year
991+ hours = 1.0 year

Subd. 2

Early Childhood Family Education shall have a separate seniority list consisting of two categories, parent educators and child educators.

Subd. 3

Beginning with the fourth year of employment for teachers employed, seniority shall only be used when ECFE positions or hours are eliminated or reduced by the District, beginning with the least senior employee.

Subd. 4

Other members of the bargaining unit may not bump into early childhood family education categories or transfer seniority from other categories. Seniority earned in early childhood family education categories shall not be used for bumping into other categories and shall not be transferred.

Subd. 5

An employee teaching in both categories (parent and child) will earn seniority in both categories based on the total number of hours employed. Employees teaching in only one category will earn seniority only in that category.

Subd. 6

Employees voluntarily transferring from one category of ECFE to the other may not transfer seniority. Employees involuntarily transferring to the other category of ECFE may transfer all of their seniority.

Subd. 7

Tie breakers:

- a. First day of service
- b. Date of hire
- c. Total years of experience in Early Childhood Family Education prior to employment with Minnetonka.

Subd. 8

Seniority shall end when an employee resigns, is discharged or has been on a leave of absence for more than two (2) years.

ARTICLE XIII - DURATION AND EFFECT

Section A. Duration

This Agreement shall remain in full force and effect for a period commencing on July 1, 2021, through June 30, 2023, and thereafter until modifications are made pursuant to the Public Employment Labor Relations Act of 1971 (as amended), provided there shall be no step advancement nor lane advancement by any teacher pursuant to Article VII, Sections C and D, after June 30, 2021, until a successor Master Agreement has been negotiated and ratified by both parties. If either party desires to modify or amend this Agreement to commence on July 1, 2021, it shall give written notice of such intent prior to the expiration date of this Agreement. Unless otherwise mutually agreed, the parties shall not commence negotiations before the March 1, preceding the expiration of this Agreement.

Section B. Effect

Subd. 1

This Agreement constitutes the full and complete Agreement between the Employer and the Association. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations inconsistent with or contrary to the provisions of this Agreement.

Subd. 2

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

Section C. Meet and Confer

The Employer recognizes its obligation under M.S. 179A.07, Subd. 3, to meet and confer with teachers to discuss policies and those matters relating to their employment not included under PELRA of 1971 (as amended).

Subd. 1

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

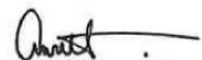
Section D. Severability

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

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

For the Minnetonka Teachers Association

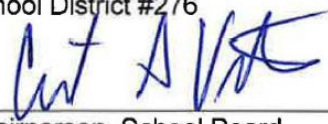
For Minnetonka Public Schools Independent
School District #276



President

20 Oct 21

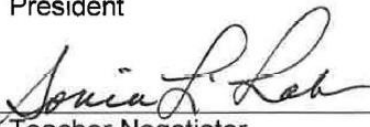
Date



Chairperson, School Board

10/28/21

Date



Teacher Negotiator

10-20-21

Date



Clerk, School Board

10/21/2021

Date



Teacher Negotiator

10-25-21

Date



District Negotiator

10-20-21

Date



Teacher Negotiator

10-25-21

Date



District Negotiator

10/20/21

Date



Teacher Negotiator

10-26-21

Date

Schedule A
2021-2022 SALARY SCHEDULE

	BA	BA +20 Sem. (30 Qtr.)	BA +40 Sem. 60 Qtr. MA/ALT	MA +20 Sem. (30 Qtr.)	MA +40 Sem. (60 Qtr)	SPEC	PHD
Step	Lane 1	Lane 2	Lane 3	Lane 4	Lane 5	Lane 6	Lane 7
A	\$46,041	\$50,132	\$54,340	\$56,945	\$59,345	\$60,575	\$61,890
B	\$47,359	\$51,594	\$56,190	\$58,852	\$61,329	\$62,600	\$63,930
C	\$48,679	\$53,054	\$58,039	\$60,756	\$63,313	\$64,624	\$66,091
D	\$49,996	\$54,518	\$59,890	\$62,662	\$65,297	\$66,649	\$68,012
E	\$51,314	\$55,978	\$61,739	\$64,565	\$67,281	\$68,672	\$70,054
F	\$52,633	\$57,437	\$63,589	\$66,472	\$69,263	\$70,696	\$72,097
G	\$53,948	\$58,901	\$65,437	\$68,377	\$71,246	\$72,719	\$74,137
H	\$55,267	\$60,364	\$67,288	\$70,281	\$73,232	\$74,742	\$76,177
I	\$56,585	\$61,826	\$69,138	\$72,185	\$75,213	\$76,764	\$78,219
J	\$57,903	\$63,287	\$70,986	\$74,092	\$77,198	\$78,789	\$80,261
K	\$59,220	\$64,748	\$72,838	\$75,996	\$79,178	\$80,812	\$82,303
L	\$60,540	\$66,208	\$74,687	\$77,901	\$81,161	\$82,835	\$84,342
M	\$61,856	\$67,670	\$76,535	\$79,807	\$83,146	\$84,956	\$86,385
N	\$63,177	\$69,133	\$78,388	\$81,713	\$85,129	\$86,883	\$88,425
O	\$64,495	\$70,594	\$80,236	\$83,619	\$87,115	\$88,907	\$90,466
P	\$65,812	\$72,055	\$82,084	\$85,523	\$89,095	\$90,931	\$92,508
Q	\$67,129	\$73,515	\$83,934	\$87,427	\$91,079	\$92,953	\$94,548
R	\$68,445	\$74,976	\$85,786	\$89,330	\$93,061	\$94,977	\$96,591
S	\$69,764	\$76,440	\$87,635	\$91,236	\$95,045	\$97,000	\$98,631
T	\$71,083	\$77,901	\$89,484	\$93,144	\$97,030	\$99,025	\$100,673
U	\$72,400	\$79,364	\$91,334	\$95,047	\$99,010	\$101,048	\$102,714
V	\$73,718	\$80,825	\$93,182	\$96,953	\$100,995	\$103,071	\$104,755
W	\$75,037	\$82,285	\$95,033	\$98,860	\$102,977	\$105,093	\$106,797
X-Career	\$78,992	\$86,671	\$100,583	\$104,572	\$108,928	\$111,168	\$112,921

Schedule A
2022-2023 SALARY SCHEDULE

	BA	BA +20 Sem. (30 Qtr.)	BA +40 Sem. 60 Qtr. MA/ALT	MA +20 Sem. (30 Qtr.)	MA +40 Sem. (60 Qtr)	SPEC	PHD
Step	Lane 1	Lane 2	Lane 3	Lane 4	Lane 5	Lane 6	Lane 7
A	\$47,215	\$51,410	\$55,726	\$58,397	\$60,858	\$62,120	\$63,468
B	\$48,567	\$52,910	\$57,623	\$60,353	\$62,893	\$64,196	\$65,560
C	\$49,920	\$54,407	\$59,519	\$62,305	\$64,927	\$66,272	\$67,776
D	\$51,271	\$55,908	\$61,417	\$64,260	\$66,962	\$68,349	\$69,746
E	\$52,623	\$57,405	\$63,313	\$66,211	\$68,997	\$70,423	\$71,840
F	\$53,975	\$58,902	\$65,211	\$68,167	\$71,029	\$72,499	\$73,935
G	\$55,324	\$60,403	\$67,106	\$70,121	\$73,063	\$74,573	\$76,027
H	\$56,676	\$61,903	\$69,004	\$72,073	\$75,099	\$76,648	\$78,120
I	\$58,028	\$63,403	\$70,901	\$74,026	\$77,131	\$78,721	\$80,214
J	\$59,380	\$64,901	\$72,796	\$75,981	\$79,167	\$80,798	\$82,308
K	\$60,730	\$66,399	\$74,695	\$77,934	\$81,197	\$82,873	\$84,402
L	\$62,084	\$67,896	\$76,592	\$79,887	\$83,231	\$84,947	\$86,493
M	\$63,433	\$69,396	\$78,487	\$81,842	\$85,266	\$87,122	\$88,588
N	\$64,788	\$70,896	\$80,387	\$83,797	\$87,300	\$89,099	\$90,680
O	\$66,140	\$72,394	\$82,282	\$85,751	\$89,336	\$91,174	\$92,773
P	\$67,490	\$73,892	\$84,177	\$87,704	\$91,367	\$93,250	\$94,867
Q	\$68,841	\$75,390	\$86,074	\$89,656	\$93,402	\$95,323	\$96,959
R	\$70,190	\$76,888	\$87,974	\$91,608	\$95,434	\$97,399	\$99,054
S	\$71,543	\$78,389	\$89,870	\$93,563	\$97,469	\$99,474	\$101,146
T	\$72,896	\$79,887	\$91,766	\$95,519	\$99,504	\$101,550	\$103,240
U	\$74,246	\$81,388	\$93,663	\$97,471	\$101,535	\$103,625	\$105,333
V	\$75,598	\$82,886	\$95,558	\$99,425	\$103,570	\$105,699	\$107,426
W	\$76,950	\$84,383	\$97,456	\$101,381	\$105,603	\$107,773	\$109,520
X-Career	\$81,006	\$88,881	\$103,148	\$107,239	\$111,706	\$114,003	\$115,800

Schedule B
CO-CURRICULAR SALARIES
2020-23

I. Interscholastic Activities - General

- A. Stipends will be calculated to the nearest whole dollar.
- B. The stipend is intended to cover the season established for the sport, exclusive of post-season tournament play. Additional pay for post-season play shall be on a pro rata basis, based on the number of days the season is extended in relation to the number of days in the regular season. The regular season begins with the starting date as defined by the M.S.H.S.L. and extends through the completion of the first round of team/individual competition.
- C. Stipends are developed on the premise that the length of seasons in ensuing school years are to remain the same as 2006-07. Should the length of season of any sport, at either the senior or junior high schools, be changed from 2006-07, the stipend will be adjusted up or down on a pro-rata basis.
- D. Longevity Factor: In addition to the stipends shown in the tables, coaches and activity leaders shall receive additional compensation levels according to the following table:

YEARS	STEP	COMPENSATION LEVEL
1-3	1	Base contract amount found in Schedule B of master agreement for 2021-2023
4-6	2	Base plus \$117 for and 2021-22 and 2021-23.
7 or more	3	Base plus \$236 for and 2021-22 and 2022-23.

This longevity factor shall be applied based on the number of years coaching or serving as activity advisor in a specific sport or activity. Only one year of experience per activity can be accrued in a given school year.

II. Interscholastic Activities - Sports and Related Activities

- A. The head coach's stipend for each sport at the high school will be computed as a percentage of the base stipend according to the relationship of sports as provided in Section D. The stipends for the various coaches within a specific sport or activity are listed below.
- | | |
|------------------|---------------------------------|
| Head Coach | Percentage found in table below |
| 9-12 Asst. Coach | 72% of head coach salary |
| 7-8 Head Coach | 60% of high school head coach |
| 7-8 Asst. Coach | 45% of high school head coach |
- B. The basic stipend for 2021-22 is \$7,349 and 2022-23 is \$7,537.
- C. The positions of student activities coordinator at the 9-12 level and at the 6-8 level shall be paid an annual stipend equivalent to the base stipend.

Schedule B – CO-CURRICULAR SALARIES

2021-2022 Stipend

Sport	%	Head	9-12 Asst	7-8 Head	7-8 Asst
Basketball	100	7,349	5,291	4,410	3,307
Football	100	7,349	5,291	4,410	3,307
Hockey	100	7,349	5,291	4,410	3,307
Alpine/Nordic Skiing (Boys & Girls Combined)	93	6,835	4,921	4,101	3,076
Baseball	85	6,247	4,498	3,748	2,811
Gymnastics	85	6,247	4,498	3,748	2,811
Soccer	85	6,247	4,498	3,748	2,811
Softball	85	6,247	4,498	3,748	2,811
Swimming/Diving	85	6,247	4,498	3,748	2,811
Track & Field	85	6,247	4,498	3,748	2,811
Volleyball	85	6,247	4,498	3,748	2,811
Wrestling	85	6,247	4,498	3,748	2,811
Alpine Skiing	72	5,291	3,810	3,175	2,381
Nordic Skiing	72	5,291	3,810	3,175	2,381
Cheering Leading	72	5,291	3,810	3,175	2,381
CC Running	72	5,291	3,810	3,175	2,381
Dance	72	5,291	3,810	3,175	2,381
Golf	72	5,291	3,810	3,175	2,381
Lacrosse	72	5,291	3,810	3,175	2,381
Tennis	72	5,291	3,810	3,175	2,381

2022-2023 Stipend

Sport	%	Head	9-12 Asst	7-8 Head	7-8 Asst
Basketball	100	7,537	5,426	4,522	3,391
Football	100	7,537	5,426	4,522	3,391
Hockey	100	7,537	5,426	4,522	3,391
Alpine/Nordic Skiing (Boys & Girls Combined)	93	7,009	5,046	4,205	3,154
Baseball	85	6,406	4,612	3,844	2,883
Gymnastics	85	6,406	4,612	3,844	2,883
Soccer	85	6,406	4,612	3,844	2,883
Softball	85	6,406	4,612	3,844	2,883
Swimming/Diving	85	6,406	4,612	3,844	2,883
Track & Field	85	6,406	4,612	3,844	2,883
Volleyball	85	6,406	4,612	3,844	2,883
Wrestling	85	6,406	4,612	3,844	2,883
Alpine Skiing	72	5,426	3,907	3,256	2,442
Nordic Skiing	72	5,426	3,907	3,256	2,442
Cheering Leading	72	5,426	3,907	3,256	2,442
CC Running	72	5,426	3,907	3,256	2,442
Dance	72	5,426	3,907	3,256	2,442
Golf	72	5,426	3,907	3,256	2,442
Lacrosse	72	5,426	3,907	3,256	2,442
Tennis	72	5,426	3,907	3,256	2,442

Schedule C – Effective for the 2021-23_School Year
OTHER CO-CURRICULAR SALARIES

- A. The stipend for each activity at the high school; (Grades 9-12) will be computed as a percentage of the base stipend according to the relationship of activities as provided in Table D below.
- B. The stipend for activities at Grade 6-8 will be 60% of the stipend for the comparable activity at the high school (Grade 9-12).
- C. The base stipend for 2021-2022 is \$6,158 and 2022-2023 is \$6,315.
- D. Relationship of Activities and Stipend Amounts.
- E. Any activity not listed in this Schedule and/or proposed changes to this Schedule requires agreement by the District and the MTA through Contract Administration prior to implementation.

Schedule C Part 1									
Category	Activity	Level	21-22	Level	21-22	Level	22-23	Level	22-23
1 (100%)		9-12	6,158	6-8	3,695	9-12	6,315	6-8	3,789
	Drama-Musical Director		6,158		3,695		6,315		3,789
	Student Government		6,158		3,695		6,315		3,789
2 (85%)		9-12	5,234	6-8	3,140	9-12	5,368	6-8	3,221
	DECA Advisor		5,234		3,140		5,368		3,221
	Newspaper Advisor		5,234		3,140		5,368		3,221
	Robotics Advisor		5,234		3,140		5,368		3,221
3 (70%)		9-12	4,310	6-8	2,586	9-12	4,420	6-8	2,652
	Backpack Tutoring Advisor		4,310		2,586		4,420		2,652
	Choral Chamber Singers Director		4,310		2,586		4,420		2,652
	Costume Design		4,310		2,586		4,420		2,652
	Drama-Play Director		4,310		2,586		4,420		2,652
	Marching Band Director		4,310		2,586		4,420		2,652
	Jazz Band Director		4,310		2,586		4,420		2,652
	Light and Sound Design		4,310		2,586		4,420		2,652
	Musical Pit Director		4,310		2,586		4,420		2,652
	Musical Vocal Director		4,310		2,586		4,420		2,652
	National Honor Society Advisor		4,310		2,586		4,420		2,652
	Set Design Builder		4,310		2,586		4,420		2,652
	Supermileage Advisor		4,310		2,586		4,420		2,652
	Yearbook Advisor		4,310		2,586		4,420		2,652
4 (50%)		9-12	3,079	6-8	1,847	9-12	3,157	6-8	1,894
	Assistant Play Director		3,079		1,847		3,157		1,894
	Coders Unite Club		3,079		1,847		3,157		1,894
	Debate Club Advisor		3,079		1,847		3,157		1,894
	Donna Voce Singers Director		3,079		1,847		3,157		1,894
	Field Biology Club Advisor		3,079		1,847		3,157		1,894
	Knowledge Bowl Advisor		3,079		1,847		3,157		1,894
	Math Team Advisor		3,079		1,847		3,157		1,894
	Model UN		3,079		1,847		3,157		1,894
	Quiz Bowl		3,079		1,847		3,157		1,894
	Science Fair Olympiad Advisor		3,079		1,847		3,157		1,894
	Speech Advisor		3,079		1,847		3,157		1,894
	Student Gov Assistant Advisor		3,079		1,847		3,157		1,894
	Technovation Club		3,079		1,847		3,157		1,894
	Winter Pep Band Director		3,079		1,847		3,157		1,894
	Woman/Men of Color Advisor		3,079		1,847		3,157		1,894

Schedule C – Effective for the 2021-23 School Year
OTHER CO-CURRICULAR SALARIES

Schedule C Part 2									
5 (40%)		9-12	2,463	6-8	1,478	9-12	2,526	6-8	1,516
	9th Chamber Singers Director		2,463		1,478		2,526		1,516
	Architectural Challenge Adv		2,463		1,478		2,526		1,516
	Art Club Advisor		2,463		1,478		2,526		1,516
	AV Communications		2,463		1,478		2,526		1,516
	Choreographer		2,463		1,478		2,526		1,516
	Color Guard Director		2,463		1,478		2,526		1,516
	Costume Design One Act		2,463		1,478		2,526		1,516
	Debate Asst Advisor		2,463		1,478		2,526		1,516
	DECA Asst Advisor		2,463		1,478		2,526		1,516
	Destination Imagination Adv		2,463		1,478		2,526		1,516
	Drama One Act Advisor		2,463		1,478		2,526		1,516
	Drum Line Director		2,463		1,478		2,526		1,516
	Engineering Challenge Adv		2,463		1,478		2,526		1,516
	eSports Advisor		2,463		1,478		2,526		1,516
	Field Bio Club Asst Adv		2,463		1,478		2,526		1,516
	Jazz Two Director		2,463		1,478		2,526		1,516
	Light Sound Designer		2,463		1,478		2,526		1,516
	Literary Magazine Advisor		2,463		1,478		2,526		1,516
	Middle Level Select Choir		2,463		1,478		2,526		1,516
	Mock Trial Advisor		2,463		1,478		2,526		1,516
	Performance Dance Coach		2,463		1,478		2,526		1,516
	Production Assistant		2,463		1,478		2,526		1,516
	Quiz Bowl - Assistant Advisor		2,463		1,478		2,526		1,516
	Robotics Asst Advisor		2,463		1,478		2,526		1,516
	Science Fair District Coord		2,463		1,478		2,526		1,516
	Science Fair MHS Advisor		2,463		1,478		2,526		1,516
	Set Designer Builder		2,463		1,478		2,526		1,516
	Speech Asst Advisor		2,463		1,478		2,526		1,516
	Spelling Bee District Coord				1,478				1,516
	Stage Manager		2,463		1,478		2,526		1,516
	Video Production		2,463		1,478		2,526		1,516
	Yearbook Asst Advisor		2,463		1,478		2,526		1,516
6 (20%)		9-12	3,079	6-8	739	9-12	3,157	6-8	758
	Earth Club		1,232		739		1,263		758
	eSports Assistant Advisor		1,232		739		1,263		758
	Math Team Asst Advisor		1,232		739		1,263		
	Science Fair Asst Advisor		1,232		739		1,263		
7 (\$500)		9-12	3,079	6-8	300	9-12	3,157	6-8	300
	Academic Advisor		500		300		500		300
	Interact		500		300		500		300
	Legacy Advisor		500		300		500		300
	Spanish Club		500		300		500		300
	OFFENSE		500		300		500		300

Schedule D
Effective for the 2021-2022 School Year
DEPARTMENT CHAIR STIPENDS

For departments at the secondary level of more than 20 teachers (where release time is not being allocated for these responsibilities), there will be two department chair positions each receiving the full stipend allocated for their group.

GROUP I – Eligible for 100% of Base Stipend \$4,628 in 2021-22 and \$4,746 in 2022-23.

Health K-5	Reading/Basic Skills K-5
High Potential K-5	Science K-5
Language Arts 9-12	Science 9-12
Language Arts 9-12/Operational	Science 9-12/Operational
Language Arts K-5	Social Studies K-5
Immersion Chinese K-8	Social Studies 9-12
Immersion Spanish K-8	Social Studies 9-12/Operational
Math K-5	Special Ed 9-12
Math 9-12	Special Ed 9-12/Operational
Math 9-12/Operational	World Languages 9-12/Operational
Media/Technology K-12	

*These Teachers will work 5 extended days beyond their regular duty days as part of the stipend.

GROUP II – Eligible for 85% of Base Stipend \$3,934 in 2021-22 and \$4,034 in 2022-23.

ELL E-12
Language Arts 6-8
Math 6-8
Science 6-8
Social Studies 6-8
Special Ed K-5
Special Ed 6-8
World Language 6-12

*Teachers will work 5 extended days beyond their regular duty days as part of the stipend.

GROUP III – Eligible for 75% of Base Stipend \$3,471 in 2021-22 and \$3,560 in 2022-23

Art K-5	Health 6-8	Physical Education 6-12
Art 6-8	Health 9-12	Reading/Basic Skills 6-12
Art 9-12	Instrumental Music 4-12	Science MME
Business 9-12	Language Arts MME	Science MMW
Computer Science 6-12	Language Arts MMW	Social Studies MME
Early Childhood	Math MME	Social Studies MMW
ELT 3-5	Math MMW	Tech Ed 6-12
FACS 6-12	Music K-8 Classroom	Vantage
Guidance 6-12	Physical Education K-5	Vocal Music 6-12

*Teachers will work 5 extended days beyond their regular duty days as part of the stipend.

Schedule E
OTHER SALARIES

The 2021-2023 schedule shall be applicable to services rendered after ratification of the contract.

	2021-22	2022-23
CURRICULUM WORK (per hour)	\$31.59	\$32.40
SUMMER SCHOOL (per hour)		
Team Leader	\$39.77	\$40.78
Teacher	\$31.54	\$32.34
OTHER SUPPLEMENTAL PAY: (per hour)		
After School Chinese & Spanish	\$39.77	\$40.78
Saturday School	\$31.59	\$32.40
Intramural Director 9-12	\$29.68	\$30.44
Intramural Director 6-8	\$29.68	\$30.44
Home Bound Tutor	\$28.79	\$29.52
Staff Development Stipends	\$26.82	\$27.50
Lunchroom Duty	\$12.75	\$13.08
OTHER SUPPLEMENTAL PAY: (annual)		
Chemical Hygiene Officer	\$1,641	\$1,683
International Studies Annual	\$1,526	\$1,565
Innovation Coach Annual	\$1,526	\$1,565
MUSICAL CONCERTS: (per performance)	\$162.42	\$166.56
Pre-approved musical concerts which extend beyond the curricula and co-curricular program		
ELEMENTARY VOCAL MUSIC:		
Grade Level Choir Director	\$3,271	\$3,355
Grade Level Asst Choir Director	\$2,321	\$2,380
Accompanist	\$2,321	\$2,380

Schedule F
EARLY CHILDHOOD FAMILY EDUCATION SALARY SCHEDULE
(Rates per hour)

Steps	<u>2021-22</u> BA+1 Licensures	<u>2021-22</u> BA+2 or MA Licensures	<u>2022-23</u> BA+1 Licensures	<u>2022-23</u> BA+2 or MA Licensures
1	\$31.18	\$32.42	\$31.97	\$33.25
2	\$33.05	\$34.38	\$33.89	\$35.25
3	\$35.03	\$36.43	\$35.93	\$37.36
4	\$37.13	\$38.62	\$38.08	\$39.61
5	\$38.99	\$40.55	\$39.99	\$41.59
6	\$40.95	\$42.58	\$41.99	\$43.67
Career 1 (8-10)	\$42.17	\$43.85	\$43.24	\$44.97
Career 2 (11-14)	\$43.01	\$44.74	\$44.11	\$45.88
Career 3 (14+)	\$43.88	\$45.63	\$44.99	\$46.80

Schedule G
LICENSED SCHOOL NURSES SALARY SCHEUDLE

2021-2022 School Year
(Rates per hour)

	1	2	3	4	5	6	7	Carrer 1 8-10 yrs.	Career 2 11-14 yrs.	Carrer 3 15+ yrs.
BA Nursing	\$32.82	\$34.01	\$35.50	\$36.67	\$37.80	\$40.48	\$42.01	\$43.63	\$44.43	\$45.26
MA Nursing	\$35.41	\$36.58	\$38.09	\$39.26	\$40.37	\$43.07	\$44.59	\$46.20	\$47.01	\$47.84

2022-2023 School Year
(Rates per hour)

	1	2	3	4	5	6	7	Carrer 1 8-10 yrs.	Career 2 11-14 yrs.	Carrer 3 15+ yrs.
BA Nursing	\$33.66	\$34.88	\$36.41	\$37.61	\$38.76	\$41.51	\$43.08	\$44.74	\$45.56	\$46.41
MA Nursing	\$36.31	\$37.51	\$39.06	\$40.26	\$41.40	\$44.17	\$45.73	\$47.38	\$48.21	\$49.06

MINNETONKA PUBLIC SCHOOLS

5621 County Road 101
Minnetonka, MN 55345

TEACHER CONTRACT

The School Board of Minnetonka School District No. 276 of the State of Minnesota, Minnetonka, Minnesota enters into this agreement, pursuant to M.S. 125.12 as amended, with **NAME**, a legally qualified and certificated teacher who agrees to teach in the public schools of said district commencing the 2021-22 school year.

The following provisions shall apply and are a part of this contract:

1. **Professional Services:** Said teacher shall perform the services prescribed by the school board or its designated representatives, and agrees to teach in the schools of said district, as assigned, in grades and subjects for which the teacher has the necessary certification, all for the annual salary indicated below. The teacher, in return for said employment, shall be governed by the laws of the State of Minnesota and by school board rules, regulations, directives and orders issued to them by properly designated officials of the school district.
2. **Duration:** This contract is subject to the provision of M.S. 122A.40 as amended and to all laws of the State of Minnesota relevant to qualifications, certification, employment, termination and discharge for cause of teachers. Thereafter this contract shall remain in full force and effect except if modified by mutual consent of the school board and the teacher or unless terminated as provided by law, or by written resignation as provided by state law.
3. **Minnetonka Teachers' Association-School District Agreement:** This contract is subject to the Public Employment Labor Relations Act of 1971, and shall be governed by the provisions of any contract which has been or may hereafter be entered into by and between the school district and the Minnetonka Teachers' Association as the exclusive representative.
4. **Holidays:** Holidays and duty days shall be in accordance with the school calendar which may include as duty days those legal holidays on which the Employer is authorized to conduct school.

Total Salary \$XXXXX.00 (Lane X Step X), exclusive of fringe benefits.
(\$XXXXX.00 x 1.0 FTE x 184/184 duty days)

Said amount to be paid as authorized or in such installments during the term of the school year as may be determined by appropriate regulation.

IN WITNESS WHEREOF, We have subscribed our signatures, this _____ day of _____, 202__.

MINNETONKA SCHOOL DISTRICT NO. 276

Teacher

School Board Chairperson

Date

School Board Clerk

MINNETONKA PUBLIC SCHOOLS

5621 County Road 101
Minnetonka, MN 55345

SUBSTITUTE TEACHER CONTRACT (Absence of Regular Teacher for School Year or Longer)

The School Board of Minnetonka School District No. 276 of the State of Minnesota, Minnetonka, Minnesota, enters into this agreement with **NAME** a legally qualified and certified teacher, who agrees to teach in the public schools of said district as a substitute teacher in accordance with the provisions of this contract.

The following provisions shall apply and are part of this contract:

- Professional Services:** Said teacher shall perform the services prescribed by the School Board or its designated representatives, and agrees to teach in the schools of said district, as assigned, in grades and subjects for which the teacher has the necessary certification, all for the annual salary indicated below. The teacher, in return for said employment, shall be governed by the laws of the State of Minnesota and by school board rules, regulations, directives and orders issued to them by properly designated officials of the school district.
- Duration:** It is understood that said teacher is contracted to serve in a position as a substitute teacher pursuant to M.S. 122A.44, as amended, for a duration of time equal to or greater than one school year to replace a regular teacher on a leave of absence. The incumbent teacher has continuing contract rights to said position and the right to return to said position upon expiration of said leave of absence. The continuing contract law M.S. section 122A.40 does not apply to this agreement or substitute's employment with the District, and the substitute knowingly and voluntarily waves and relinquishes any rights that might exist to the contrary, except those rights provided under M.S. section 122A.44, subdivision 2(b). Therefore, said teacher by entering into this contract clearly intends to and hereby does waive any and all rights to a continuing contract under the provisions of M.S. 122A.44, and said teacher understands and agrees that this agreement will terminate without the necessity of any further action by the School Board on **End Date**. The substitute teacher herein agrees to serve as a substitute teacher pursuant to the terms of this Agreement from **Beginning Date, to End Date**, or until the return, resignation, or termination of the incumbent teacher, or for seven (7) consecutive quarters, whichever occurs first.

The incumbent teacher referred to herein is **(NAME)**

- Minnetonka Teachers' Association-School District Agreement:** This contract is subject to the Public Employment Labor Relations Act of 1971, and shall be governed by the provisions of any contract which has been or may hereafter be entered into by and between the School District and the Minnetonka Teachers' Association as the exclusive representative.
- Holidays:** Holidays and duty days shall be in accordance with the school calendar which may include as duty days those legal holidays on which the Employer is authorized to conduct school.
- Additional Services:** The School Board, or its designated representative, may assign said teacher to extracurricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1 of this agreement. Said extracurricular, co-curricular or other assignments may be described in paragraph 6 of this agreement or by letter of assignment, together with a recitation of compensation, if any, to be paid for said assignment during the term of this agreement. The School Board, or its designated representative, with the consent of the teacher may make any additions or amendments to these assignments during the term of the school year as shall be necessary. It is understood and agreed that there are no continuing contract rights in said extracurricular, co-curricular or other assignments and compensation and said teacher clearly intends to and hereby does waive any and all continuing contract rights created by M.S. 125.A.45 in said extracurricular, co-curricular or other assignments and compensation.

6. Special Provisions:

In consideration thereof, the School Board agrees to pay said teacher the following salary:

**Total Salary \$XXXXX.00 (Lane X Step X), exclusive of fringe benefits.
(\$XXXXX.00 x 1.0 FTE x 184/184 duty days)**

Said amount to be paid as authorized or in such installments as may be determined by appropriate regulation.

IN WITNESS WHEREOF, we have subscribed our signatures this ___ day of _____, 202__.

MINNETONKA INDEPENDENT SCHOOL DISTRICT NO. 276

Teacher

School Board Chairperson

Date

School Board Clerk

MINNETONKA PUBLIC SCHOOLS

5621 County Road 101
Minnetonka, MN 55345

LONG-TERM SUBSTITUTE TEACHER CONTRACT (Absence of Regular Teacher for Less Than One School Year)

The School Board of Minnetonka School District No. 276 of the State of Minnesota, Minnetonka, Minnesota, enters into this agreement with **NAME** a legally qualified and certified teacher, who agrees to teach in the public schools of said district as a substitute teacher in accordance with the provisions of this contract.

The following provisions shall apply and are part of this contract:

1. **Professional Services:** Said teacher shall perform the services prescribed by the School Board or its designated representatives, and agrees to teach in the schools of said district, as assigned, in grades and subjects for which the teacher has the necessary certification, all for the salary indicated below. The teacher, in return for said employment, shall be governed by the laws of the State of Minnesota and by school board rules, regulations, directives and orders issued to them by properly designated officials of the school district.
2. **Duration:** It is understood that said teacher is contracted to serve in a position as a substitute teacher in a vacancy occurring as the result of the absence of the regular teacher and for a period of less than a full school year. The continuing contract law M.S. section 122A.40 does not apply to this agreement or substitute's employment with the District, and the substitute knowingly and voluntarily waves and relinquishes any rights that might exist to the contrary, except those rights provided under M.S. section 122A.44, subdivision 2(b). Therefore, said teacher by entering into this contract clearly intends to and hereby does waive any and all rights to a continuing contract under the provisions of M.S. 122A.44, and said teacher understands and agrees that this agreement will terminate without the necessity of any further action by the School Board on **DATE**. The substitute teacher herein agrees to serve as a substitute teacher pursuant to the terms of this Agreement from **DATE**.
3. **Minnetonka Teachers' Association-School District Agreement:** This contract is subject to the Public Employment Labor Relations Act of 1971, and shall be governed by the provisions of any contract which has been or may hereafter be entered into by and between the School District and the Minnetonka Teachers' Association as the exclusive representative.
4. **Holidays:** Holidays and duty days shall be in accordance with the school calendar which may include as duty days those legal holidays on which the Employer is authorized to conduct school.
5. **Additional Services:** The School Board, or its designated representative, may assign said teacher to extracurricular, co-curricular or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1 of this agreement. Said extracurricular, co-curricular or other assignments may be described in paragraph 6 of this agreement or by letter of assignment, together with a recitation of compensation, if any, to be paid for said assignment during the term of this agreement. The School Board, or its designated representative, with the consent of the teacher may make any additions or amendments to these assignments during the term of the school year as shall be necessary. It is understood and agreed that there are no continuing contract rights in said extracurricular, co-curricular or other assignments and compensation and said teacher clearly intends to and hereby does waive any and all continuing contract rights in said extracurricular, co-curricular or other assignments and compensation. In the event a duty day is lost due to school closing for any emergency, the substitute teacher agrees to perform duties on any make-up day identified by the School Board or Administration.

1. **Incumbent Teacher: LTS (NAME)**

In consideration thereof, the School Board agrees to pay said teacher the following salary:

Total Salary \$XX,XXX.XX (Lane X Step X), exclusive of fringe benefits.
($\$XX.XXX.00 \times 1.0 \text{ FTE} \times XX/184 \text{ days}$)

Said amount to be paid as authorized or in such installments as may be determined by appropriate regulation.

IN WITNESS WHEREOF, the parties have voluntarily entered into this agreement on the dates shown. This agreement shall not become effective unless and until it is approved by the School Board of District #276 and signed by both parties. We have subscribed our signatures this ___ day of _____, 202__.

MINNETONKA INDEPENDENT SCHOOL DISTRICT NO. 276

Teacher

School Board Chairperson

Date

School Board Clerk

MINNETONKA PUBLIC SCHOOLS

5621 County Road 101
Minnetonka, MN 55345

TEMPORARY TEACHER CONTRACT (Open Position for Less Than One School Year)

The School Board of Minnetonka School District No. 276 of the State of Minnesota, Minnetonka, Minnesota, enters into this agreement with **NAME** a legally qualified and certified teacher, who agrees to teach in the public schools of said district as a temporary teacher in accordance with the provisions of this contract.

The following provisions shall apply and are part of this contract:

1. **Professional Services:** Said teacher shall perform the services prescribed by the School Board or its designated representative, and agrees to teach in the schools of said district, as assigned, in grades and subjects for which the teacher has the necessary certification, all for the salary indicated below. The teacher, in return for said employment, shall be governed by the laws of the State of Minnesota and the school board rules, regulations, directives and orders issued to them by properly designated officials of the School District.
3. **Duration:** It is understood that said teacher is contracted to serve in a position as a teacher in a vacancy occurring after the start of a school year. Said teacher knowingly and voluntarily waives the right under M. S. 122A.40 for this contract to continue in effect. Said teacher understands and agrees that this agreement will automatically terminate without the necessity of any further action by the School Board on **End Date**. The temporary teacher herein agrees to serve as a temporary teacher pursuant to the terms of this Agreement from **Beginning Date to End Date**.
3. **Minnetonka Teachers' Association-School District Agreement:** This contract is subject to the Public Employment Labor Relations Act of 1971, and shall be governed by the provisions of any contract which has been or may hereafter be entered into by and between the School District and the Minnetonka Teachers' Association as the exclusive representative.
4. **Holidays:** Holidays and duty days shall be in accordance with the school calendar which may include as duty days those legal holidays on which the Employer is authorized to conduct school.
5. **Additional Services:** The School Board, or its designated representative, may assign said teacher to extracurricular, co-curricular or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1 of this agreement. Said extracurricular, co-curricular or other assignments may be described in paragraph 6 of this agreement or by letter of assignment, together with a recitation of compensation, if any, to be paid for said assignment during the term of this agreement. The School Board, or its designated representative, with the consent of the teacher may make any additions or amendments to these assignments during the term of the school year as shall be necessary. It is understood and agreed that there are no continuing contract rights in said extracurricular, co-curricular or other assignments and compensation and said teacher clearly intends to and hereby does waive any and all continuing contract rights in said extracurricular, co-curricular or other assignments and compensation. In the event a duty day is lost due to school closing for any emergency, the temporary teacher agrees to perform duties on any make-up day identified by the School Board or Administration.

In consideration thereof, the School Board agrees to pay said teacher the following salary:

Total Salary \$ _____ (Lane __ Step __), exclusive of fringe benefits.
(\$ _____ x _____ FTE x _____/184 days)

Said amount to be paid as authorized or in such installments as may be determined by appropriate regulation.

**Salary is based on the 2016-17 teacher salary schedule. Should the salary schedule change for the 2017-18 school year, the amount will be adjusted.*

IN WITNESS WHEREOF, the parties have voluntarily entered into this agreement on the dates shown. This agreement shall not become effective unless and until it is approved by the School Board of District #276 and signed by both parties. We have subscribed our signatures this _____ day of _____, 202__.

MINNETONKA INDEPENDENT SCHOOL DISTRICT NO. 276

Teacher

School Board Chairperson

Date

School Board Clerk

August, 2021		MINNETONKA PUBLIC SCHOOLS 2021-22 CALENDAR – Approved		February, 2022	
2 3 4 5 6		August	February	1 2 3 4	
9 10 11 12 13		16-27 New Teacher Workshops (Tentative)		7 8 9 10 11	
16 17 18 19 20		31 Teacher Workshop & Planning (K-12)	18 Two-Hour Early Release K-12, Teacher Staff Dev	14 15 16 17 18	
23 24 25 26 27			21 No School K-12/District Office Closed; President's Day	22 23 24 25	
30 31				28	
Tea 1				Stud 19 Tea 19	
September, 2021		September		March, 2022	
1 2 3 4 5		1-2 Teacher Workshop & Planning (K-12)	March	1 2 3 4	
6 7 8 9 10		3 No School K-12	3 P/T Conferences 4pm-8pm	7 8 9 10 11	
13 14 15 16 17		6 No School K-12/District Office Closed, Labor Day	4 No School K-12; P/T Conferences 8am-4pm	14 15 16 17 18	
20 21 22 23 24		7 No School K-12	*4 additional hours of P/T Conferences to be scheduled by site the week of Feb. 28 or March 7	21 22 23 24 25	
27 28 29 30		8 School Begins 1-12, Begin 1 st Quarter	25 End 3rd Quarter, 42 days	28 29 30 31	
K:15 J-12:17	Tea 19	8-9 Kindergarten Assessments	28-31 No School K-12, Spring Break		Stud 18 Tea 20
October, 2021		October		April, 2022	
4 5 6 7 8		1 Two-Hour Early Release K-12; Teacher Staff Dev	April	4 5 6 7 8	
11 12 13 14 15		14 P/T Conferences 4-8pm	1 No School K-12, Spring Break	11 12 13 14 15	
18 19 20 21 22		15 No School K-12; P/T Conferences 8am-4pm	4 No School K-12, Planning and Grading/PLC	18 19 20 21 22	
25 26 27 28 29		*4 additional hours of P/T Conferences to be Scheduled by site the weeks of Oct. 11 and/or Oct. 18	5 Begin 4 th Quarter	25 26 27 28 29	
18 Stud 20 Tea		21-22 No School K-12 Teacher Statewide Meetings	15 District Office Closed-No School K-12		18 Stud 19 Tea
November, 2021		November		May, 2022	
1 2 3 4 5		1 Two-Hour Late Start K-12; Teacher Staff Development	May	2 3 4 5 6	
8 9 10 11 12		11 End of 1 st Quarter; 44 days	30 No School K-12/District Office Closed	9 10 11 12 13	
15 16 17 18 19		12 No School K-12; Planning and Grading/PLC	Memorial Day	16 17 18 19 20	
22 23 24 25 26		15 Begin 2 nd Quarter		23 24 25 26 27	
29 30		25-26 No School K-12/District Office Closed		30 31	
19 Stud Tea 20		Thanksgiving Break			Stud 21 Tea 21
December, 2021		December		June, 2022	
1 2 3		23-31 No School K-12, Winter Break	June	1 2 3	
6 7 8 9 10		23-24 District Office Closed	10 End 4 th Qtr. 47 days, End 2 nd Semester 89 days	6 7 8 9 10	
13 14 15 16 17		31 District Office Closed, New Year's Day Observance	13 Full day teacher workshop	13 14 15 16 17	
20 21 22 23 24				20 21 22 23 24	
27 28 29 30 31				27 28 29 30	
Stud 16 Tea 16				8 Stud 9 Tea	
January, 2022		January		July, 2022	
3 4 5 6 7		17 No School K-12/District Office Closed; MLK, Jr. Day	Quarters Semester	1	
10 11 12 13 14		21 End of 2 nd Qtr., 40 days, End 1 st Semester 84 days	1. 44 1. 84	4 5 6 7 8	
17 18 19 20 21		24 No School K-12; Planning and Grading/PLC	2. 40 2. 89	11 12 13 14 15	
24 25 26 27 28		25 Begin 3 rd Quarter, Begin 2 nd Semester	3. 42 173	18 19 20 21 22	
31			4. 47 173	25 26 27 28 29	
Stud 19 Tea 20			Student Days: 173 (1-12) 171 (K)		
			Staff Days: 184		

Color code: New Teacher Workshop; Staff Work Days (no students); Parent/Teacher Conferences; Late Starts/Early Releases; End of Quarters

August, 2022		MINNETONKA PUBLIC SCHOOLS 2022-23 CALENDAR – RECOMMENDED		February, 2023	
1 2 3 4 5		August	February	1 2 3	
8 9 10 11 12		15-26 New Teacher Workshops (Tentative)		6 7 8 9 10	
15 16 17 18 19		30-31 Teacher Workshop & Planning (K-12)	17 Two-Hour Early Release K-12; Teacher Prof. Lmg	13 14 15 16 17	
22 23 24 25 26			20 No School K-12: District Office Closed; President's Day	20 21 22 23 24	
29 30 31				27 28	
Tea 2				Stud 19 Tea 19	
September, 2022		September		March, 2023	
1 2 3 4 5		1 Teacher Workshop & Planning (K-12)	March	1 2 3	
6 7 8 9 10		2 No School K-12	2 P/T Conferences 4pm-8pm	6 7 8 9 10	
12 13 14 15 16		5 No School K-12: District Office Closed: Labor Day	3 No School K-12: P/T Conferences 8am-4pm	13 14 15 16 17	
19 20 21 22 23		6 School Begins 1-12: Begin 1 st Quarter	*4 additional hours of P/T Conferences to be scheduled by site the week of Feb. 27 or March 6	20 21 22 23 24	
26 27 28 29 30		6-7 Kindergarten Assessments	30 End 3rd Quarter: 42 days	27 28 29 30 31	
K:17 J-12:19	Tea 20	8 School Begins: Kindergarten	31 No School K-12: Planning and Grading/PLC		Stud 21 Tea 24
October, 2022		October		April, 2023	
3 4 5 6 7		30 Two-Hour Early Release K-12; Teacher Prof. Lmg	April	8 9 10 11 12 13 14	
10 11 12 13 14			3-7 No School K-12: Spring Break	15 16 17 18 19	
17 18 19 20 21		13 P/T Conferences 4-8pm	7 No School K-12: District Office Closed	22 23 24 25 26	
24 25 26 27 28		14 No School K-12: P/T Conferences 8am-4pm	10 Begin 4 th Quarter	29 30 31	
31		*4 additional hours of P/T Conferences to be Scheduled by site the weeks of Oct. 10 and/or Oct. 17	17 Two-Hour Late Start K-12: Teacher Professional Learning		15 Stud 15 Tea
18 Stud 20 Tea		20-21 No School K-12: Teacher Statewide Meetings			
November, 2022		November		May, 2023	
1 2 3 4		1 Two-Hour Late Start K-12; Teacher Professional Learning	May	1 2 3 4 5	
7 8 9 10 11		10 End of 1 st Quarter: 45 days	29 No School K-12: District Office Closed:	8 9 10 11 12	
14 15 16 17 18		11 No School K-12: Planning and Grading/PLC	Memorial Day	15 16 17 18 19	
21 22 23 24 25		14 Begin 2 nd Quarter		22 23 24 25 26	
28 29 30		24-25 No School K-12: District Office Closed:		29 30 31	
19 Stud Tea 20		Thanksgiving Break			Stud 22 Tea 22
December, 2022		December		June, 2023	
1 2		22-30 No School K-12: Winter Break	June	1 2	
5 6 7 8 9		23-26 District Office Closed	8 Last day of school K-12	5 6 7 8 9	
12 13 14 15 16			9 End 4 th Quarter 43 days; End 2 nd Semester 85 days	12 13 14 15 16	
19 20 21 22 23			9 Full day teacher workshop	19 20 21 22 23	
26 27 28 29 30 31				26 28 28 29 30	
Stud 15 Tea 15				6 Stud 7 Tea	
January, 2023		January		July, 2023	
3 4 5 6		2 No School K-12: District Office Closed: New Year's Observed	Quarters Semester	3 4 5 6 7	
9 10 11 12 13		16 No School K-12: District Office Closed: MLK, Jr. Day	1. 45 1. 88	10 11 12 13 14	
16 17 18 19 20		26 End 2 nd Quarter 43 days; End 1 st Semester 88 days	2. 43 2. 85	17 18 19 20 21	
23 24 25 26 27		27 No School K-12: Planning and Grading/PLC	3. 42 173	24 25 26 27 28	
30 31		30 Begin 3 rd Quarter, Begin 2 nd Semester	4. 43 173	31	
Stud 19 Tea 20			Student Days: 173 (1-12) 171 (K)		
			Staff Days: 184		

Color code: New Teacher Workshop; Staff Work Days (no students); Parent/Teacher Conferences; Late Starts/Early Releases; End of Quarters

MEMORANDUMS OF UNDERSTANDING

The parties agree that all MOU's expire on June 30, 2023.

MEMORANDUM OF UNDERSTANDING (A)

Staff and Student Safety

2021-23

Subdivision 1. Teachers shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being or that of students.

Subdivision 2. Pursuant to [M.S. 121A.64](#), all teachers will receive written notice from the administration prior to placement of a student with a history of violent behavior in their classroom.

Subdivision 3. In the case of a physical assault on a teacher, the District may approve any request for up to three days of paid leave, not to be deducted from Basic Leave. After such an assault, a teacher may request, and the District will consider, whether or not additional staff should be assigned to the classroom to assure staff and student safety.

Subdivision 4. The District shall reimburse teachers for any personal property damaged by a student while a teacher is performing teaching duties.

Subdivision 5. Teachers will be supervised by a licensed school nurse on all medical procedures to be performed on students and on proper administration of medication that is provided in the classroom setting. Teachers will receive annual training on these procedures. The school nurse will perform these procedures until teachers are comfortable doing so and the school nurse feels comfortable delegating responsibility for the procedures or administration of medication.

Subdivision 6. Teachers shall not be subjected to harassment, inappropriate behavior, or intimidation by a parent or any other person in the performance of the teacher's duties. Teachers shall report such prohibited behavior to their supervisor.

Subdivision 7. Any staff member wishing to utilize any subdivision within this MOU should contact the Executive Director of Human Resources, who will then notify the staff member of any action taken, to the extent possible.

Subdivision 8. During the period of the 2021-2023 contract, the District and the MTA will work together to determine which elements of the Staff and Student Safety MOU, if any, will be considered for transition into the body of the contract.

MEMORANDUM OF UNDERSTANDING (B)

TOSA Positions

2021-23

The job position and description will include the term “TOSA” or “Teacher on Special Assignment”:

1. The duration of the position will be for up to three (3) years, with the right to extend for one additional year;
2. A teacher may not serve in two different consecutive TOSA positions.
3. A teacher shall continue to accrue seniority in his or her licensed position for the duration of the TOSA position, not to exceed four years, except as set out in #4.
4. On occasion the District will identify TOSA position or positions before they are posted which may last longer than four years. The District will notify the MTA of such position or positions and will allow MTA input as to the length of time of such position.

MEMORANDUM OF UNDERSTANDING (C)

K-12 Parent Teacher Conference Preparation Time

2021-23

In an effort to support the needs of teachers in preparing for parent teacher conferences the following adjustment will be made to the parent teacher conference schedule for 2021-22 and 2022-23.

1. There will be two (2) hours of preparation time allotted at each level for teachers to use in preparing for parent teacher conferences.
2. The two (2) hours will be deducted from the fifteen (15) hours allotted each semester for conference time.
3. Each level will determine, by working with the District Administration, how parent teacher conferences will be handled during the remaining thirteen (13) hours. These hours may include virtual or face-to-face conferences and will include 3-4 hours of flexible conference time.

MEMORANDUM OF UNDERSTANDING (D)

“0” Hour/MAST Agreement

2021-23

1. In weeks with five (5) full student contact days, each MHS Department will have two scheduled “0” hours for the purpose of meeting with students to support academic needs. In weeks with fewer than five (5) full student contact days, each MHS Department will have one scheduled “0” hour for the purpose of meeting with students to support academic needs. This schedule will be developed by the building administration with feedback from the staff before the start of the school year. The schedule will be designed to ensure equal distribution of academic support among the high demand academic areas. All teachers within the scheduled departments will be available on those days to support students.
2. At MHS, MAST will occur one morning per week for 40 minutes, currently scheduled from 7:55-8:35. This is a targeted service program for students who have been identified as needing additional support. A system for inviting and tracking students has been created and will continue.

3. At MHS, teachers who have no identified students should use it as drop in time, review time or other identified student support activities. All teachers will be available in their classrooms during this time to support the needs of students.
4. At MHS, Wednesdays during "0" hour are designed for staff meetings, PLC meetings and/or other staff and team meetings as needed.
5. At MHS, on the "0" hour days which are teacher directed, the staff will use these days to meet the needs of MAST prep work, team meetings, classroom preparation or other needs as determined by individual teachers.
6. At MME and MMW, time designated as MAST will be supervisory in nature, rather than instructional.

MEMORANDUM OF UNDERSTANDING (E)

Online Teaching (Traditional Tonka Online)

School Years 2021-22 and 2022-2023

The following guidelines will be used for 2021-22 and 2022-23 school years in the administration of the traditional and ongoing high school Tonka On-Line program.

Teachers may be provided release time for course development. Where release time is not provided, teachers will be paid for course development at a consistent rate depending on the nature of the course development. All course development must be submitted through proper procedures for approval prior to any expenses being incurred. To be eligible for payment, the developed course must meet the quality standards of the District.

Compensation:

Teachers who agree to teach in the on-line platform and who meet the District standard for online instruction will be compensated based on the following scale:

1. For Tonka Online courses taught during the normal school year (18 or more students) a teacher will be compensated based on the course being part of their normal teaching assignment or on an overload based on Article V, Section B, Subd. 5.
2. Tonka Online teachers will not be required to be on campus during the portion of their workday that is dedicated to teaching online sections. In cases where quality instruction is compromised, the District reserves the right to require instruction from a specific District location.
3. For Tonka Online courses that are undersubscribed (less than 18 students) the teacher will have the option of teaching the semester course for \$250/student. This course will not be considered part of a regular teaching assignment. The student count will not exceed 17 unless mutually agreed upon between the teacher and the administrator.
4. If there are no qualified teachers willing to teach the Tonka Online Course, the District can elect to cancel the course or secure qualified instructors through the traditional open posting process.
5. Summer Tonka Online teachers will be compensated based on the per student rate of \$250/student (summer 2022 and/or summer 2023).
6. Due to the unique nature of online Physical Education, PE courses are offered at a lower cost to families and therefore will be compensated at a lower rate of pay at \$150/student.

Minnetonka Public Schools
Individual Agreement to Teach an Online Course to be paid on a per/student basis.
(all summer classes are paid/student)

(Effective summer 2022)

This agreement constitutes the conditions under which (_____) agrees to teach a Tonka Online course. The compensation for this work is based on the criteria described in this agreement. This Tonka Online assignment will be compensated on a per student basis because it has not met the threshold for an FTE or is a summer course.

1. _____, I agree to teach the following online course:

2. The period of time for this course will be the following:

3. The rate of pay will be \$250/student for all courses other than physical education (including wellness) which will be paid at a rate \$150/student.
4. As a Tonka Online instructor, I understand that my initial student count will be based on the number of students who have enrolled and paid their fee on the first day of the course. Students may be added to your count during the first two weeks of the course, but not after. Teacher will receive full compensation for added students.
5. As a Tonka Online instructor, I understand that my student count will be adjusted halfway through the course for any students who have joined or have been removed during the drop window, which is 2 weeks during the summer and 4 weeks during the school year. Instructors will receive 50% compensation for students who drop within the drop window, up to a maximum of 5 drops or 25% of initial enrollment, whichever is fewer.
6. As a Tonka Online instructor, I understand that prior to the start of the term the enrollment for this course may fluctuate
7. Number of students initially enrolled in course. (Enrollment on day #1 of the Course).
8. Pay will be divided into two payments, 50% when the term starts, and 50% at the end of the term.

Teacher Signature

Administrator Signature

Date

Date

MEMORANDUM OF UNDERSTANDING (F)

Late Start/Early Release Days

For the 2021-2022 and 2022-2023 school year the District agrees to have two additional late start or early release days (total of 4) on the calendar for the purpose of providing more time for teachers to meet individual needs through various options which may include things such as staff development and/or teacher collaboration.

This time will come in the form of two-hour blocks and the design of this time will be constructed through a collaborative effort involving teachers selected by the MTA and the Administration. There will be equal representation when designing the structure for these days. Some possible uses of this time may include things such as content area meetings, technology training, grade level meetings, interdisciplinary meetings, or other activities that are beneficial to meeting the needs of students and supporting the professional development of teachers.

MEMORANDUM OF UNDERSTANDING (G)

Elementary Specialist Schedules

Prior to the completion of the 2021-22 school year, District Administration and the MTA will review the efficacy of the changes made to the Elementary Specialists' Schedules. The District will collaborate with the Elementary Specialists and Building Administration to continue to develop daily schedules that comply with the intent of the Master Agreement and are substantively consistent among all elementary buildings. The District will continue to strive to address the priorities that the specialists and the classroom teachers bring forward while prioritizing the needs of students at each building.

MEMORANDUM OF UNDERSTANDING (H)

Flexibility on Grading/Planning Days

1. For the 2021-22 and 2022-23 school years, teachers will have the option to work remotely on Grading and Planning days.
2. The purpose of working remotely is to provide teachers with flexibility to choose how best to complete their work on these days. Aside from teams who decide to work in person, there is no restriction on how many teachers may work remotely on the Grading and Planning Days.
3. As a work day, normal professional standards and District policies apply.

MEMORANDUM OF UNDERSTANDING (I)

Online Learning

1. Tonka Online: Supplementary and Comprehensive

- a. "Tonka Online (T.O.) – Supplementary" is the legacy Tonka Online program that was implemented at the high school prior to the 2021-22 school year. T.O. Supplementary Courses will be utilized for both single enrollment opportunities and as part of a comprehensive instruction (full-time enrollment) program for

students in grades 9-12 with the possibility that certain courses may be accessed by middle school students. T.O. high school level courses will primarily be delivered as asynchronous courses.

- i. Procedures for staffing and compensating T.O. high school level course instructors are outlined in the M.O.U on “Online Teaching (Traditional Tonka Online).
- b. “Tonka Online Comprehensive” is a school experience delivered online that is a blend of synchronous (live-streamed) and asynchronous (not live-streamed) classes/courses. The target audience in T.O. Comprehensive are students enrolled full-time in online learning in Grades K-12.

2. Dual Modality

- a. For any course or class the District chooses to offer online, and such course/class is too small, the District will seek volunteers to stream instruction for those students.
 - i. At the secondary level, compensation for dual-modality streaming will be \$250, per student, per semester, plus up to one hour per week of curriculum writing/planning time compensated at the Schedule E hourly curriculum work rate in effect at the time the work is completed, in order to migrate in-person learning units/activities to an online platform.
 - ii. At the elementary level, compensation for core content instruction will be \$500 per student, per semester, plus up to one hour per week of curriculum writing/planning time, compensated at the Schedule E hourly curriculum work rate in effect at the time the work is completed, in order to migrate in-person learning units/activities to an online platform.
- b. For those limited circumstances when a student needs home-based instruction, due to an extended, documented medical issue (including COVID), the District may seek volunteers to stream instruction for those students as one option to meet this instructional need.
 - i. Compensation for secondary teachers will be pro-rated based on the \$250 per student, per semester rate, plus up to one hour per week of curriculum writing/planning time, compensated at the Schedule E hourly curriculum work rate in effect at the time the work is completed.
 - ii. Compensation at the elementary level for all core content instruction will be pro-rated based on the \$500 per student, per semester rate, plus up to one hour per week of curriculum/writing planning time, compensated at the Schedule E hourly curriculum work rate in effect at the time the work is completed.
- c. Clear guidelines will be established for dual-modality streaming.

- d. The District will develop a form for teacher approval and for reporting of streaming hours for compensation.

3. Workload

- a. The District will assign dedicated FTEs for the Tonka Online programs consistent with customary staffing practices. Under ordinary circumstances, when student enrollment reaches typical district standards, the District will assign FTEs of a teacher's regular schedule for an online course.
 - i. The District may assign FTEs for a course/class that has lower than typical enrollment.
 - ii. The District may assign FTEs that encompass teaching responsibility for two, smaller, like classes/courses. In these circumstances, the District will consult the MTA prior to finalizing an assignment.
- b. Teachers assigned FTE for a Tonka Online Asynchronous Course will provide opportunities during or adjacent to the student day for virtual office hours and/or synchronous lessons to provide support and be responsive to the needs of the students enrolled in the course.
- c. The District will compensate teachers for approved curriculum writing for new Tonka Online asynchronous courses up to 80 hours per year-long course, at the curriculum writing rate, compensated at the Schedule E hourly curriculum work rate in effect at the time the work is completed.
- d. Elementary and middle school teachers needing to significantly revise units for online delivery for Tonka Online Comprehensive classes/courses, may seek curriculum writing compensation up to 40 hours per year-long course, at the curriculum writing rate, compensated at the Schedule E hourly curriculum work rate in effect at the time the work is completed with the opportunity to request additional hours for ongoing synchronous online instruction.

4. Work Location

- a. Full-time, eLearning/Tonka Online teachers may elect to work from home or another location. Should the teacher wish, the District will make private space, to the extent feasible, available for a full-time teacher within a District facility.
- b. Teachers who have a portion of their FTE as eLearning/Tonka Online teachers may deliver their online instruction from their assigned school, home, or another location.
- c. Should any eLearning/Tonka Online teacher wish, the District will make private space available, to the extent feasible, within a District facility. Teachers will not ordinarily be required to be on campus during the portion of their workday that is dedicated to teaching online sections.

- d. In cases where quality instruction is compromised, the District reserves the right to require instruction from a specific district location.

5. Technology

- a. The District will provide teachers assigned to Tonka Online Comprehensive with a laptop computer, second monitor, and a peripheral keyboard as needed/requested; the District will similarly equip Tonka Online Supplementary teachers as needed/requested.
- b. Students in Grades K-5 and 6-8 will each be assigned to single schools to facilitate ease of access to online tools and resources such as Skyward/Schoology/Seesaw.

6. Teaching Opportunities / Postings

- a. Online positions will be posted with a three-day time limit for response as soon as such positions are available in Year 1 of the eLearning/Tonka Online.
 - i. Transfers out of assigned positions will be allowed to the extent feasible in Year 1, despite the postings going “live” after July 1.
- b. In any subsequent years, the District will post such opportunities as is customary.
- c. Teachers whom the District assigns to eLearning/Tonka Online roles will be transferred to an FTE-equivalent position in the event that enrollment in eLearning decreases or a reassignment is necessary mid-year, if required by their basic teacher contract. Teachers will be reassigned to their home building(s) to the extent possible.

7. Administrative Support

- a. The District will designate individual(s) to serve in K-8 and 9-12 leadership roles with appropriate decision-making powers to oversee the Tonka Online programs.
- b. The District and the MTA will establish meetings as necessary to adapt and adjust the parameters of this MOU to best serve the health and educational needs of students, teachers, and the District.

Addendum to MOU on Online Learning

Dual Modality Instruction Guidelines

In order for a student to access live streamed direct instruction, a prior arrangement that meets District expectations must be made between the District and the family.

- 1. Students joining a class remotely will join via Google Meets.
- 2. The District will provide an additional chrome book or like device for teachers to stream; teachers will not use their main instructional display.

3. If a teacher is choosing to record the lesson, this will be done from the main display and should not include the thumbnail(s) of the student(s) who are joining remotely, whenever possible.
4. Teachers will respond to remote students as they are able and will provide students with guidance as to how best to engage with the teacher.
5. Teachers will provide students with clear expectations for participation.
6. Class resources will be available to students through electronic means, as appropriate.

In the event that the student or family are not adhering to the agreement made with the District, an alternative instructional plan that does not include Dual Modality will be implemented.

MEMORANDUM OF UNDERSTANDING (J)

One-time Stipend

All current members of the bargaining unit will receive a one-time payment of \$1,000 pro-rated to their FTE, payable the week of Thanksgiving, November 24th, 2021.

MEMORANDUM OF UNDERSTANDING (K)

College in the Schools Credit Reimbursement Program School Years 2021-22 & 2022-23

The following process will be used to administer the need for MTA members to obtain graduate course work at the District's request for the purpose of a course(s) that qualify under the concurrent enrollment program.

1. Based upon the needs of the School District for Concurrent Enrollment (College in the Schools - CIS) a teacher may be asked to earn additional college credits for certification to qualify to teach these classes.
2. The number of credits, total estimated cost, and timelines for the certification shall be agreed upon in writing and in advance by the teacher and the school district.
3. **If the credits count toward a lane change.** Reimbursement of 50% of tuition (not to exceed the cost of graduate school at the University of Minnesota, books, application fees, course fees and any other fees associated with needed classes. Successful completion includes earning a letter grade of "B" or higher for each course requesting reimbursement.
4. **If the credits do not count toward a lane change.** Reimbursement of 100% of tuition (not to exceed the cost of graduate school at the University of Minnesota), books, application fees, course fees and any other fees associated with needed classes. Successful completion includes earning a letter grade of "B" or higher for each course requesting reimbursement.
5. Teachers required to complete additional coursework to obtain Concurrent Enrollment Certification will receive a \$1500 stipend upon receiving the certification. The stipend will

be paid following submission of a letter from the accrediting university verifying that the teacher is certified.

6. The teacher agrees to teach the concurrent enrollment (CIS) program for a minimum of five years, commencing from the date the CIS class is first taught by the teacher.
7. If the teacher leaves the district or declines the concurrent enrollment assignment, the teacher will reimburse the district an amount equal to 20% of the total cost per year for each year remaining of the five year period. The teacher will not be required to repay the district if the failure to teach the required classes during the five year period is caused by School District action.
8. Any teacher in the concurrent enrollment program who obtains certification status will advance one step on the salary schedule. Teacher will retain the additional step as long as they are teaching in the concurrent enrollment program. If the failure to teach the required course is caused by School District action, the teacher will retain the step. Anyone who does not have room for step advancement will receive \$1500/year in addition to their base salary for each year they teach in the concurrent enrollment program.
9. The District will provide curriculum writing time for any required curriculum revisions required of the concurrent enrollment teacher.

MEMORANDUM OF UNDERSTANDING SUPPLEMENT (L)

(TIC Term Extension)

THIS AGREEMENT is entered into between the Minnetonka Public Schools, Independent School District 276 (District) and the Minnetonka Teachers' Association (Association), collectively referred to as "the Parties.

WHEREAS, the District and the Association are parties to a Collective Bargaining Agreement (CBA) covering terms and conditions of employment; and

WHEREAS, the Parties entered into a Memorandum of Understanding on Quality Compensation Aid, dated February 27, 2020, governing the role of Teacher Instructional Coaches (TICs) for the period from July 1, 2019 until June 30, 2021; and

WHEREAS, the Parties wish to ensure stability among the ranks of current Teacher Instructional Coaches through the pandemic and the continuity of high-quality service to TIC consumers;

NOW, THEREFORE, in consideration of the mutual promises and benefits contained in this Memorandum of Understanding, the Parties agree as follows:

1. As a one-time exception to the governing Memorandum of Understanding, the term of service for those currently serving in the role of Teacher Instructional Coach will be set at four years.
2. Should any currently serving TIC resign or need to be replaced prior to the conclusion of his/her term, the replacement individual's term will be set at three years.

3. "Currently serving" refers to those individuals who hold the role of TIC as of the date of execution of this supplementary Memorandum of Understanding.

This Memorandum of Understanding represents a full and complete agreement between the parties hereto. There are no covenants, promises or undertakings outside of this Memorandum of Understanding other than as specifically set forth herein.

MEMORANDUM OF UNDERSTANDING SUPPLEMENT (M)

(Release time for MTA President)

THIS AGREEMENT is entered into between Minnetonka Public Schools, Independent School District No. 276, and the Minnetonka Teachers' Association, collectively referred to as "the Parties."

WHEREAS, the MTA and District are parties to a Collective Bargaining Agreement covering the terms and conditions of employment; and
WHEREAS, Article VI, Section 6, subdivision 6(a), of the Collective Bargaining Agreement states that the Association may request, and the School District shall grant, a 0.8 FTE reassignment to the MTA President/Vice President team; and

WHEREAS, the Parties mutually agree to modify the FTE reassignment provided for in Article VI, Section 6, subdivision 6(a) for the 2021-2022 school year;

NOW, THEREFORE, in consideration of the mutual promises and benefits contained in this Memorandum of Understanding, the Parties agree as follows:

1. The Association may request, and the School District shall grant, an additional 0.2 FTE reassignment to the MTA President for the 2021-2022 school year.
2. The 0.2 FTE will be in addition to any reassignment FTE granted pursuant to Article VI, Section F, Subd. 6(a), of the Collective Bargaining Agreement, provided that no reassignment shall exceed 1.0 FTE.
3. The Association will reimburse the District on a monthly basis for the actual cost of salary up to Lane 1, Step G and other benefits attributable to the reassignment as provided for in Article VI, Section F, Subd. 6(c), of the Collective Bargaining Agreement.
4. During the period of reassignment, the employee will be subject to Article XI and shall accrue seniority and other benefits as though the employee were on the underlying contract without the reassignment as provided for in Article VI, Section F, Subd. 6(d), of the Collective Bargaining Agreement.
5. This Memorandum of Understanding represents a full and complete agreement between the parties hereto. There are no covenants, promises, or undertakings outside of this Memorandum of Understanding other than as specifically set forth herein.