

COLLECTIVE BARGAINING AGREEMENT

MINNETONKA INFORMATION SYSTEMS ASSOCIATION

and

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

July 1, 2026 through June 30, 2028

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ARTICLE I: PURPOSE

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

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

ARTICLE II: RECOGNITION

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

ARTICLE III: DEFINITIONS

SECTION 1

Information Systems Professional: (sometimes referred to hereinafter as employee): shall mean all persons in a District-wide management function who by tradition have duties that are closely associated with the configuration, implementation and support of Information Systems, including, but not limited to persons who have titles such as Database Applications and Integration Supervisor, Field Tech-Education Project Specialist, Field Technician, Helpdesk Integration Support Specialist, Helpdesk Support Specialist, Information System Support Staff Supervisor, Network Engineer, Network Systems Administrator & Field Services Supervisor, Senior Field & Microsoft Specialist, Systems And Security Administrator, Systems Support Assistant, and Technology Systems Support Specialist who on a daily basis manage Information Systems and have access to confidential information.

SECTION 2

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

SECTION 3

Association: shall mean the Minnetonka Information Systems Association.

SECTION 4

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

ARTICLE IV: SCHOOL BOARD RIGHTS AND RESPONSIBILITIES

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

ARTICLE V: THE ASSOCIATION RIGHTS AND RESPONSIBILITIES

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

The Association and/or its members shall not discriminate against any Information Systems

Professional by reason of membership or non-membership in the Association or place or residence.

ARTICLE VI: GRIEVANCE PROCEDURE

SECTION 1 - Definition

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

SECTION 2 - Days and Time Limits

Reference to days regarding time periods shall refer to workdays.

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

SECTION 3 - Time and Waiver

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

SECTION 4

The Employer, the Association, and the Information Systems Professional shall adjust grievances in the following manner:

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

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

Subd. 3. Level III: School Board: In the event the grievance is not resolved at Level II, the decision rendered by the Superintendent may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set forth a time to hear the grievance. Said

hearing shall be scheduled within thirty (30) days of receipt of the appeal. Within ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

SECTION 5 - Arbitration Procedure - Level IV

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

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

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

SECTION 6 - Jurisdiction

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

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

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

SECTION 7 - Representation

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

SECTION 8 - Fees and Expenses

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

ARTICLE VII: PAID HOLIDAYS

There shall be fourteen (14) holidays per year as listed below. If school is in session on any of these days, holidays shall be taken on a day mutually agreed upon by the Superintendent and the Association. Should it be impossible to provide for all holidays, or if the parties cannot mutually agree upon a holiday because school is in session, the information systems professional's vacation period will be extended to compensate for such deficiency.

Holidays/Non-Duty Days.

- a. July 4
- b. Labor Day
- c. Thanksgiving Day
- d. Day following Thanksgiving Day
- e. December 24
- f. December 25
- g. January 1
- h. Martin Luther King Day
- i. President's Day
- j. Friday immediately prior to Easter (New Year's Eve Day if this day is not recognized as a District holiday)
- k. Memorial Day
- l. Juneteenth
- m. Two floating holidays (Dates of floating holidays must be approved by the Executive Director of Technology, and a maximum of 2 MISA employees can use a floating holiday on any given day. Floating holidays must be used by June 30 of each year).

Hourly employees who are requested by their supervisor and agree to work on a holiday listed above shall receive double pay for hours worked on the holiday.

ARTICLE VIII: DEVELOPMENT PROGRAMS

SECTION 1

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

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

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

SECTION 2

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

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

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

SECTION 3

Participation in professional organization activity:

Subd. 1. Information systems professionals will be encouraged to accept and fulfill responsibilities in local, state or national organizations related to their District responsibilities.

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

SECTION 4 - Membership Dues

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

SECTION 5 - Expense Reimbursements

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

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

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

ARTICLE IX: HEALTH REQUIREMENTS

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

ARTICLE X: WORK YEAR AND VACATION SCHEDULE

SECTION 1 - Work Year

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

SECTION 2 - Vacation Schedule

Subd. 1. Levels I-VII

Employees in Levels I-VII shall accrue vacation on the basis of 1.6 days per month, or a total of 20 days per year. When an employee has served 15 or more years in full time service in the Minnetonka Public Schools in a MISA unit position, or another teaching or administrative position in the District, the employee will earn vacation at an accrual rate of 2.08 days per month, or 25 days of vacation per year.

The accrual rate shall increase from 1.6 days per month to 2.08 days per month, beginning with the July following the completion of 15 years of full time service, as indicated above.

Employees in Levels I-VII who were previously employed by the District shall begin accruing vacation at the rate of 2.08 days per month as defined above or beginning with the earlier of:

- a. The completion of 20 years of District employment; or
- b. The completion of 15 years of MISA employment

Subd. 2. Levels A-C

Employees in Levels A and C shall accrue vacation based on the following schedule:

- a. 13 days per year (1.083 days per month) for the first 5 years of employment
- b. 17 days per year (1.417 days per month) for 6-9 years of employment
- c. 21 days per year (1.75 days per month) for 10-15 years of employment
- d. 25 days per year (2.083 days per month) for 16 + years of employment

SECTION 3

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

Subd. 1. The District needs for information systems personnel availability and personal desires of the information systems professional shall be taken into consideration in planning duty days and vacation days; however, scheduling of duty days and vacation shall be within the discretion of the District.

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

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

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

SECTION 4

The Employer agrees to reimburse employees at the daily compensation rate for four (4) unused vacation days provided the employee has 40 days of accumulated vacation leave as of April 30 remaining after reimbursement. For the purposes of this Article, the daily compensation rate shall be

calculated by dividing the employee's annual salary by 260. The funds will be paid directly to the employee via payroll on or after July 1 of each year.

ARTICLE XI: LEAVES

SECTION 1 - Sick Leave

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

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

Subd. 3. Upon entering the third year of employment the long-term (reserved) "sick leave" shall become available as "accrued sick leave" and may be used as the need arises. During any one period of absence, employees shall be permitted to use their total accrued sick leave for the long-term disability (LTD) elimination period of 90 calendar days or up to 65 days of the employee's total accrued sick leave, whichever comes first.

Subd. 4.

- a. Please see addendum for eligibility and use pursuant to Minn. Stat. 181.9445 – 181.9448. The addendum is a reference resource and is not a part of the Collective Bargaining Agreement.
- b. If there are any amendments/revisions to Minn. Stat. 181.9445 – 181.9448 that reduce benefits (eligibility and usage) for employees, employees will be entitled to the benefits provided by the amended law or the terms in Article XI: Leaves, section 1, subdivisions 4,5, and 6, of the 2024- 2026 Collective Bargaining Agreement, whichever provides greater benefit. The parties agree that disability under the previous language is not limited to physical disabilities.

Subd. 5. This section does not prevent an employer from providing greater sick leave benefits than are provided for under this section.

Subd. 6. Reimbursement for Unused Sick Leave

As of the end of each fiscal year, the MISA member will be reimbursed for four (4) days of unused sick leave per year. To qualify for reimbursement, the employee's accrued sick leave must total at least 65 days as of April. The reimbursement will be paid directly to the employee via payroll on or before July 1 of each year. For the purposes of this Article, the daily rate shall be calculated by dividing the employee's annual salary by 260.

SECTION 2 - Death or Serious Illness Leave

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

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

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

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

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

SECTION 3 - Personal Leave

Subd. 1. Upon request to the Superintendent or designee, one (1) day of personal leave per year may be granted without salary deduction.

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

SECTION 4 - Other Extended Leaves

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

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

In considering such leave request, the School Board will give consideration to factors as provided by School Board policy.

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

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

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

Subd. 6. Employees on leave shall notify the Superintendent of their intention to return as may be required by the Superintendent.

Failure of an employee to return from any leave of absence granted under this Article at the specified date of return may constitute grounds for dismissal.

SECTION 5 - Report of Absence

Use and Notification Requirements

- a. Please see addendum for eligibility and use pursuant to Minn. Stat. 181.9445 – 181.9448. The addendum is a reference resource and is not a part of the Collective Bargaining Agreement.
- b. If there are any amendments/revisions to Minn. Stat. 181.9445 – 181.9448 that reduce benefits (eligibility and usage) for employees, employees will be entitled to the benefits provided by the amended law or the terms in Article XI, Leaves: section 6, of the 2024-2026 Collective Bargaining Agreement, whichever provides greater benefit. The parties agree that disability under the previous language is not limited to physical disabilities.

ARTICLE XII: JURY DUTY

SECTION 1

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

SECTION 2

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

ARTICLE XIII: SABBATICAL LEAVE

SECTION 1

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

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

ARTICLE XIV: CHILD REARING LEAVE

SECTION 1

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

SECTION 2

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

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

SECTION 3

In connection with the election to take child rearing leave, the employee shall submit a request for such leave in writing. Such request shall include an estimated commencement date and return date. The estimated commencement date shall be the physician's projected date the employee will no longer be disabled from working due to childbirth or pregnancy related disability, or the fifteen (15th) day following the physician's estimated date of birth; or in the case of adoption, the agency's estimated date when the child will be turned over to the parent.

SECTION 4

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

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

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

SECTION 9

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

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

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

SECTION 10

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

SECTION 11

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

SECTION 12

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

SECTION 13

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

ARTICLE XV: REORGANIZATION AND/OR REDUCTION IN ADMINISTRATIVE STAFF

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

ARTICLE XVI: RELEASE FROM POSITION

In the event the performance of an information systems professional appears to be deficient, the following steps are to be taken for such information systems professionals.

SECTION 1

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

SECTION 2

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

SECTION 3

In the event the supervisor determines that these efforts to overcome deficiencies and to improve performance have been unsuccessful and that termination is the best course of action, specific procedural steps are to be taken.

Subd.1. The supervisor is to notify the supervisee of such proposed action in writing, including the reasons for the proposed release and to send a duplicate copy to the Superintendent.

Subd.2. Within fourteen (14) calendar days of the formal notification, the supervisee may request a hearing from the Superintendent. In the event the Superintendent is the immediate supervisor, the supervisee may request a hearing within fourteen (14) calendar days from the Board of Education. If no hearing is requested within this period, it shall be deemed acquiescence by the supervisee.

Subd.3. The date of actual separation may not be earlier than thirty (30) calendar days after the date of formal notification of proposed release from position. Normally, the release will be effective on June 30, unless there are unusual circumstances in the case.

SECTION 4 - Probationary Employment

Subd. 1. An employee is a probationary employee during the first six (6) calendar months of employment.

Subd. 2. The Employer reserves the right to discipline, lay off, and/or discharge for any non-discriminatory reason with respect to probationary employees. No matter concerning discipline, layoff or termination of a probationary employee shall be subject to the grievance procedure. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

ARTICLE XVII: INSURANCE FRINGE BENEFIT ALLOCATION

SECTION 1

Subd. 1. Levels I-VII

The District will allocate a monthly contribution according to the grid below for each eligible full time information systems professional in Levels I-VII for use in purchasing fringe benefits under this policy. This allocation also covers dental and life insurance.

Each employee shall be charged at minimum the least expensive single health insurance, life insurance, and single dental insurance.

Levels I-VII		
Type of Health Coverage	Monthly District Contribution 2026-2027	Monthly District Contribution 2027-2028
Single	\$1,056	\$1,056
Employee +1	\$1,311	\$1,311
Family	\$1,422	\$1,422

Subd. 2. Levels A-C

The District will allocate a monthly contribution according to the grid below for eligible full time information systems professionals in Levels A – C who are eligible for, and are enrolled in the School District Group Hospitalization, Medical, and Major Medical Plan and elect to receive coverage.

Levels A-C		
Type of Health Coverage	Monthly District Contribution 2026-2027	Monthly District Contribution 2027-2028
Single	\$944	\$944
Employee +1	\$1,235	\$1,235
Family	\$1,296	\$1,296

Subd. 3. Said allocation will commence on July 1 of each year and will be made to the information systems professional's account at the beginning of each month during which the information systems professional is entitled to full salary from the District.

Subd. 4. Each full-time information systems professional who begins work prior to the fifteenth of any month is eligible for the full monthly allocation. An information systems professional who begins after the fifteenth day is not eligible for the allocation for that month.

Subd. 5. A full-time information systems professional is defined as a person employed for a minimum of six hours per day or equivalent per day period for the term in which school is normally in session.

SECTION 2

Each eligible information systems professional will be required to purchase individual coverage under one of the approved health insurance plans, the life insurance plan, and the income protection plan.

Subd. 1. An information systems professional in Levels I-VII will receive as additional salary any money allocated to the information systems professional which was not charged against the information systems professional's fringe purchases. The monthly unused fringe benefit allocation shall be annualized and divided evenly over the pay periods in the contract year.

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

SECTION 3

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

SECTION 4

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

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

Subd. 1. The Employer shall pay the cost of the lowest individual health insurance coverage for all part time information systems professionals who are eligible for, and are enrolled in, the School District group hospitalization, medical and major medical plan. The coverage and benefits provided shall be, in all cases, governed by the terms and conditions of the insurance policy and policies and procedures of the insurance carrier and the insurance policy.

Subd. 2. Part time information systems professionals who are eligible for, and are enrolled in, the School District group hospitalization, medical and major medical plan, and who elect to receive both individual and family coverage, shall bear the additional cost of the premium. The additional cost shall be paid by payroll deduction while the employee is receiving pay from the District. The coverage and benefits provided shall be in all cases, governed by the terms and conditions of the insurance policy and the policies and procedures of the insurance carrier. The Employer will select the insurance carrier and the insurance policy. To qualify for family coverage, the employee must have eligible dependents as defined by the insurance carrier, and must make a request for such coverage on a form provided by the Employer.

SECTION 5 - Available Fringe Benefits

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

the insurance carrier and the policy of insurance.

Subd. 2. Health and Accident Plans

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

Subd. 3. Long-Term Disability Insurance (LTD)/Income Protection Insurance

Income protection insurance shall be available and paid for by each full-time information systems professional on an after tax basis. The Employer will select the insurance carrier.

Subd. 4. Term Life Insurance

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

Subd. 5. Dental Insurance

- a. The administration of any dental plan provided this plan will be consistent with the policies and procedures established by the insurance carrier.
- b. To the extent such cost exceeds the monthly amount allocated to the information systems professional pursuant to Section 1 above, the cost of any such group dental insurance shall be borne by the information systems professional. It shall be paid by payroll deduction while the information systems professional is receiving pay from the District.
- d. For levels A-C, the Employer shall pay 100% of the cost of individual dental insurance.

SECTION 6 - Fringe Benefits for Employees on Leaves of Absence

Subd. 1. Health and Accident Plans

- a. The District will provide individual health and accident insurance for information systems professionals on medical leaves of absence for a period of years worked not to exceed three years.
- b. Dependent coverage will be available at the administrator's expense.

Subd. 2. Income Protection Insurance

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

Subd. 3. Term Life Insurance

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

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

SECTION 7 - Flexible Benefit Plan

The District shall make available to the information systems professionals a flexible benefits plan pursuant to the provisions of Section 125 of the Internal Revenue Code. This plan, the details of which will be agreed upon by the parties, will provide a system whereby information systems professionals may elect to allocate monies from their salary to be used for the purchase of medical, vision, dental and child care expenses.

ARTICLE XVIII: RETIREMENT AND TERMINATION BENEFITS

SECTION 1 - Involuntary Severance Benefits

An Involuntary Severance Benefit is defined as a dollar payment made to an information systems professional by the District if termination of District employment occurs for reasons of District reorganization and/or reduction in force.

Subd. 1. Accrual

An information systems professional will be credited with five (5) days of severance for each service year rendered.

Subd. 2. Eligibility

- a. The information systems professional must work for 3 (three) or more years within the District to be eligible.
- b. Separation from the District shall not be for one of the following reasons:
 - (1) termination related to unsatisfactory work performance;
 - (2) a voluntary resignation for purposes of employment outside the District;
 - (3) a reduction in pay or time which is twenty-five percent (25%) or less.Exceptions to these rules may be made by the Board of Education.
- c. The maximum number of days for employees less than age sixty (60): Seventy-five (75) days.
- d. The maximum number of days for employees sixty (60) or older; benefit the same as provided in Section 2, Voluntary Severance Plan as provided by Subd. 2 at the choice of the employee.

Subd. 3. Payment and Benefits

- a. One (1) day of involuntary severance pay is equal to the amount earned per day by the information systems professional during the final year of employment within the District.
- b. In addition, the District will provide the information systems professional with individual health and accident coverage for a period of one (1) year, one-half the cost of dependent coverage--if qualified--in any District health and accident plan in which the employee participates for a period of one (1) year, and life insurance as in effect for active information systems professional for a period of one (1) year. The exception to this one (1) year rule is made for the person who is severed after the age of fifty-eight (58) in which case the information systems professional will receive the same benefits as stated under Section 1 of this Article.

SECTION 2 - Retirement Savings Match

Subd. 1. Purpose of the Match

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

Subd. 2. Benefit

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

Completing 1 Year of Service (Year 2 of Service).....	3%
Year 3 of Service and Thereafter	5%
10 or more years of service in the bargaining unit.....	6%

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

Subd. 3 Allocation Year to Begin July 1

The annual year for the allocation shall be July 1 through June 30. The allocation shall be prorated for any partial year of service.

Subd. 4. Enrollment Limited to Participating Companies

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

For new employees hired for employment for the 2018-19 school year and thereafter, tax sheltered purchases will be limited to the following nine (9) tax sheltered annuity companies:

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

All employees are also eligible to participate in the State of Minnesota 457 Deferred Compensation tax-deferred savings plan or New York Life (457).

ARTICLE XIX: DUES CHECK OFF

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

Deductions will continue unless terminated by the information systems professional giving thirty (30)

calendar days' written notice to the Employer to stop deductions. Deductions shall be transmitted to the Association within ten (10) working days, together with a list of names of the information systems professionals from whose pay deductions were made.

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

ARTICLE XX: SALARY STRUCTURE AND PRINCIPLES OF APPLICATION

SECTION 1 - Responsibility Groupings (salary categories)

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

- a. Salary payments above the minimum salary, but not to exceed the career level salary, may be justified where the newly hired or promoted person has training and experience in excess of the minimum position requirements.

Subd. 2 Career Level Salary is the salary which is considered to be fair and equitable compensation for an information systems professional who is fully qualified from the standpoint of training and experience, and who has proven ability to perform in all areas for which accountable.

- a. Advancement of one year on the range is expected for satisfactory job performance and continually improved performance.
 - (1) In appraisal of performance, the position responsibility write-up for each position will be reviewed by the information system professional's immediate supervisor.
 - (2) Failure to fulfill expectations involves:
 - (a) Discussion(s) with the individual as to areas for improvement,
 - (b) Possible withholding of increments; and/or
 - (c) Removal from the position.

SECTION 2

Salaries for the 2026-2027 and 2027-2028 school years are shown in Appendix A and attached as a part of this agreement.

Employees shall be eligible for step increases on July 1 of each year.

SECTION 3

To permit the School District to maintain a competitive position in the employment market, nothing in this article shall limit the District from increasing a salary range for a position or increasing the frequency of step increases for an employee.

SECTION 4

Employees who have been at the final step of their salary or wage schedule for a minimum of one year, shall be eligible to earn an additional 2% of their base salary or wage over the course of the longevity year. Such longevity earnings will be paid out in equal installments according to the regular payroll schedule.

ARTICLE XXI: SEVERABILITY

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

ARTICLE XXII: WORK STOPPAGES

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

ARTICLE XXIII: DURATION

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

ARTICLE XXIV: COMPLETE AGREEMENT

SECTION 1

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

SECTION 2

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

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

For MINNETONKA INFORMATION
SYSTEMS ASSOCIATION

09/18/2026
Date

MISA Lead Negotiator

MISA Negotiator

MISA Negotiator

MISA Negotiator

MISA Negotiator

For MINNETONKA PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT #276

09/17/2026
Date

Chairperson, School Board

Clerk, School Board

District Lead Negotiator

District Negotiator

District Negotiator

District Negotiator

APPENDIX A – SALARY SCHEDULES

2026-2027 SALARY SCHEDULE																
Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Career
Level I	\$58,688	\$59,858	\$61,028	\$62,253	\$63,476	\$64,753	\$66,030	\$67,365	\$68,701	\$70,096	\$71,493	\$72,952	\$74,409	\$75,594	\$76,830	\$78,367
Level II	\$63,476	\$64,753	\$66,030	\$67,365	\$68,701	\$70,096	\$71,493	\$72,952	\$74,409	\$75,865	\$77,319	\$78,983	\$80,644	\$81,827	\$83,065	\$84,726
Level III	\$68,701	\$70,096	\$71,493	\$72,952	\$74,409	\$75,934	\$77,457	\$79,052	\$80,644	\$82,308	\$83,971	\$85,709	\$87,448	\$88,633	\$89,871	\$91,668
Level IV	\$77,238	\$78,708	\$80,180	\$81,650	\$83,119	\$84,589	\$86,060	\$87,531	\$89,000	\$90,472	\$91,940	\$93,410	\$94,881	\$96,065	\$97,302	\$99,248
Level V	\$83,733	\$85,337	\$86,943	\$88,549	\$90,155	\$91,759	\$93,364	\$94,973	\$96,580	\$98,183	\$100,134	\$101,393	\$102,997	\$104,180	\$105,418	\$107,526
Level VI	\$90,824	\$92,575	\$94,329	\$96,082	\$97,836	\$99,590	\$101,341	\$103,098	\$104,853	\$106,603	\$108,354	\$110,107	\$111,861	\$113,045	\$114,282	\$116,567
Level VII	\$97,837	\$99,590	\$101,341	\$103,098	\$104,853	\$106,603	\$108,355	\$110,107	\$111,861	\$113,703	\$115,544	\$117,447	\$119,351	\$120,535	\$121,772	\$124,208

2026-27 WAGE SCHEDULE																
Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Career
Level A	\$24.85	\$25.37	\$25.90	\$26.43	\$26.95	\$27.48	\$28.01	\$28.61	\$29.20	\$29.78	\$30.37	\$30.92	\$31.45	\$31.95	\$32.43	\$33.08
Level B	\$28.62	\$29.12	\$29.61	\$30.10	\$30.59	\$31.09	\$31.59	\$32.43	\$33.11	\$33.58	\$33.95	\$34.32	\$34.70	\$35.08	\$35.47	\$36.18
Level C	\$33.07	\$33.52	\$33.94	\$34.36	\$34.78	\$35.24	\$35.68	\$36.16	\$36.65	\$37.13	\$37.58	\$38.02	\$38.46	\$38.90	\$39.35	\$40.14

2027-2028 SALARY SCHEDULE																
Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Career
Level I	\$60,097	\$61,294	\$62,493	\$63,747	\$65,000	\$66,307	\$67,615	\$68,982	\$70,350	\$71,779	\$73,208	\$74,703	\$76,195	\$77,408	\$78,674	\$80,248
Level II	\$65,000	\$66,307	\$67,615	\$68,982	\$70,350	\$71,779	\$73,208	\$74,703	\$76,195	\$77,686	\$79,175	\$80,879	\$82,579	\$83,791	\$85,058	\$86,759
Level III	\$70,350	\$71,779	\$73,208	\$74,703	\$76,195	\$77,756	\$79,316	\$80,949	\$82,579	\$84,284	\$85,986	\$87,766	\$89,547	\$90,760	\$92,027	\$93,868
Level IV	\$79,092	\$80,597	\$82,104	\$83,609	\$85,114	\$86,619	\$88,125	\$89,632	\$91,136	\$92,643	\$94,146	\$95,652	\$97,158	\$98,370	\$99,638	\$101,630
Level V	\$85,743	\$87,385	\$89,030	\$90,674	\$92,319	\$93,961	\$95,605	\$97,252	\$98,898	\$100,539	\$102,538	\$103,826	\$105,469	\$106,680	\$107,948	\$110,107
Level VI	\$93,003	\$94,797	\$96,593	\$98,388	\$100,184	\$101,980	\$103,773	\$105,572	\$107,369	\$109,162	\$110,954	\$112,749	\$114,545	\$115,758	\$117,025	\$119,365
Level VII	\$100,185	\$101,980	\$103,773	\$105,572	\$107,369	\$109,162	\$110,956	\$112,749	\$114,545	\$116,431	\$118,318	\$120,266	\$122,216	\$123,427	\$124,695	\$127,189

2027-2028 WAGE SCHEDULE																
Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Career
Level A	\$25.45	\$25.98	\$26.52	\$27.06	\$27.60	\$28.14	\$28.69	\$29.30	\$29.90	\$30.49	\$31.10	\$31.66	\$32.20	\$32.72	\$33.20	\$33.87
Level B	\$29.31	\$29.82	\$30.32	\$30.82	\$31.32	\$31.84	\$32.35	\$33.20	\$33.91	\$34.38	\$34.76	\$35.14	\$35.53	\$35.92	\$36.32	\$37.05
Level C	\$33.86	\$34.33	\$34.75	\$35.19	\$35.62	\$36.09	\$36.53	\$37.03	\$37.53	\$38.02	\$38.48	\$38.94	\$39.38	\$39.84	\$40.29	\$41.10

The sums reflected above include a 2.43 raise on the previous year's base salary in 2026-27 and 2.4% increase in 2027-28.

MEMORANDUM OF UNDERSTANDING A
On Professional Development

In that the Minnetonka Public Schools wishes to encourage and support the on-going professional development of members of our technology team, for the 2026-2027 and 2027-2028 school years, the district will support their professional development financially as follows:

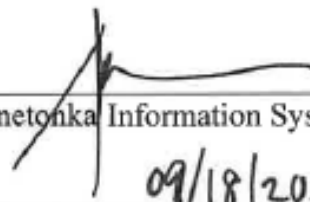
1. Employee-initiated Professional Development

- a. For members of the Minnetonka Information Systems Association (MISA) who have been employed for at least six months, the School District shall reimburse 75% of tuition expense for up to a total reimbursement limit of Two Thousand Dollars (\$2,000) per year during the period of July 1, 2026 – June 30, 2028.
- b. To be eligible for reimbursement, the employee must submit a written request to the Executive Director of Technology, specifying the educational institution, course name and description, and rationale as to how the course content will advance his/her skills within the Technology Department.
- c. Pre-approval must be made by the Executive Director of Technology, with actual reimbursement subject to the District's receipt of an official transcript of the work completed.
- d. Reimbursement for work completed during the July 1, 2026 – June 30, 2028 must be submitted to the School District not later than June 30, 2028.
- e. In the event the MISA employee voluntarily leaves the District's employ within one (1) year of receiving a reimbursement payment, the schedule for reimbursing the District will be as follows:
 - i. Leaving within 0-6 months=100% repayment
 - ii. Leaving within 7-9 months=50% repayment
 - iii. Leaving within 10-12 months=30% repayment
- f. **Employer Required Professional Development**
Professional Development required by the School District shall be paid for or reimbursed in accord with School District policy.



Minnetonka Public Schools
9/15/20

Date



Minnetonka Information Systems Association
09/18/2026

Date

MEMORANDUM OF UNDERSTANDING B
Supplemental Payment for Unanticipated Health Insurance Increase

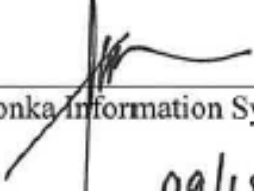
Effective January 1, 2027 in the event that the portion of the insurance allocation set out in Article XVII, Section 1, Subd. 1-2 which is used to pay for health insurance, exceeds by more than 5% the sum of the monthly premium above what is already going to be applied, the District will pay such increase not to exceed \$50 per month. This language will sunset on June 30, 2028.



Minnetonka Public Schools

9/18/2026

Date



Minnetonka Information Systems Association

09/18/2026

Date

181.9445 DEFINITIONS.

Subdivision 1. **Definitions.** For the purposes of section 177.50 and sections 181.9445 to 181.9448, the terms defined in this section have the meanings given them.

Subd. 2. **Commissioner.** "Commissioner" means the commissioner of labor and industry or authorized designee or representative.

Subd. 3. **Domestic abuse.** "Domestic abuse" has the meaning given in section 518B.01.

Subd. 4. **Earned sick and safe time.** "Earned sick and safe time" means leave, including paid time off and other paid leave systems, that is paid at the same base rate as an employee earns from employment that may be used for the same purposes and under the same conditions as provided under section 181.9447, but in no case shall this base rate be less than that provided under section 177.24 or an applicable local minimum wage.

Subd. 4a. **Base rate.** "Base rate" means:

- (1) for employees paid on an hourly basis, the same rate received per hour of work;
- (2) for employees paid on an hourly basis who receive multiple hourly rates, the rate the employee would have been paid for the period of time in which leave was taken;
- (3) for employees paid on a salary basis, the same rate guaranteed to the employee as if the employee had not taken the leave; and
- (4) for employees paid solely on a commission, piecework, or any basis other than hourly or salary, a rate no less than the applicable local, state, or federal minimum wage, whichever is greater.

For purposes of this section and section 181.9446, base rate does not include commissions; shift differentials that are in addition to an hourly rate; premium payments for overtime work; premium payments for work on Saturdays, Sundays, holidays, or scheduled days off; bonuses; or gratuities as defined by section 177.23.

Subd. 5. **Employee.** "Employee" means any person who is employed by an employer, including temporary and part-time employees, who is anticipated by the employer to perform work for at least 80 hours in a year for that employer in Minnesota. Employee does not include:

- (1) an independent contractor;
- (2) an individual who is a volunteer firefighter or paid on-call firefighter, with a department charged with the prevention or suppression of fires within the boundaries of the state; is a volunteer ambulance attendant as defined in section 144E.001, subdivision 15; or is an ambulance service personnel as defined in section 144E.001, subdivision 3a, who serves in a paid on-call position;
- (3) an individual who is an elected official or a person who is appointed to fill a vacancy in an elected office as part of a legislative or governing body of Minnesota or a political subdivision; or
- (4) an individual employed by a farmer, family farm, or a family farm corporation to provide physical labor on or management of a farm if the farmer, family farm, or family farm corporation employs the individual to perform work for 28 days or less each year.

Subd. 6. **Employer.** "Employer" means a person who has one or more employees. Employer includes an individual, a corporation, a partnership, an association, a business trust, a nonprofit organization, a group of persons, the state of Minnesota, a county, town, city, school district, or other governmental subdivision.

In the case of an employee leasing company or professional employer organization, the taxpaying employer, as described in section 268.046, subdivision 1, remains the employer. In the case of an individual provider within the meaning of section 256B.0711, subdivision 1, paragraph (d), the employer includes any participant within the meaning of section 256B.0711, subdivision 1, paragraph (e), or participant's representative within the meaning of section 256B.0711, subdivision 1, paragraph (f). In the event that a temporary employee is supplied by a staffing agency, absent a contractual agreement stating otherwise, that individual shall be an employee of the staffing agency for all purposes of section 177.50 and sections 181.9445 to 181.9448. Employer does not include the United States government.

Subd. 7. **Family member.** "Family member" means:

(1) an employee's:

(i) child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis;

(ii) spouse or registered domestic partner;

(iii) sibling, stepsibling, or foster sibling;

(iv) biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child;

(v) grandchild, foster grandchild, or stepgrandchild;

(vi) grandparent or stepgrandparent;

(vii) a child of a sibling of the employee;

(viii) a sibling of the parents of the employee; or

(ix) a child-in-law or sibling-in-law;

(2) any of the family members listed in clause (1) of a spouse or registered domestic partner;

(3) any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and

(4) up to one individual annually designated by the employee.

Subd. 8. **Health care professional.** "Health care professional" means any person licensed, certified, or otherwise authorized under federal or state law to provide medical or emergency services, including doctors, physician assistants, nurses, advanced practice registered nurses, mental health professionals, and emergency room personnel.

Subd. 9. **Sexual assault.** "Sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352.

Subd. 10. **Stalking.** "Stalking" has the meaning given in section 609.749.

Subd. 11. **Year.** "Year" means a regular and consecutive 12-month period, as determined by an employer and clearly communicated to each employee of that employer.

History: 2023 c 53 art 12 s 4; 2024 c 127 art 11 s 5-7

181.9446 ACCRUAL OF EARNED SICK AND SAFE TIME.

(a) An employee accrues a minimum of one hour of earned sick and safe time for every 30 hours worked up to a maximum of 48 hours of earned sick and safe time in a year. Employees may not accrue more than 48 hours of earned sick and safe time in a year unless the employer agrees to a higher amount.

(b)(1) Except as provided in clause (2), employers must permit an employee to carry over accrued but unused sick and safe time into the following year. The total amount of accrued but unused earned sick and safe time for an employee must not exceed 80 hours at any time, unless an employer agrees to a higher amount.

(2) In lieu of permitting the carryover of accrued but unused sick and safe time into the following year as provided under clause (1), an employer may provide an employee with earned sick and safe time for the year that meets or exceeds the requirements of this section that is available for the employee's immediate use at the beginning of the subsequent year as follows: (i) 48 hours, if an employer pays an employee for accrued but unused sick and safe time at the end of a year at the same base rate as an employee earns from employment and in no case at a rate less than that provided under section 177.24 or an applicable local minimum wage; or (ii) 80 hours, if an employer does not pay an employee for accrued but unused sick and safe time at the end of a year.

(c) Employees who are exempt from overtime requirements under United States Code, title 29, section 213(a)(1), as amended through January 1, 2024, are deemed to work 40 hours in each workweek for purposes of accruing earned sick and safe time, except that an employee whose normal workweek is less than 40 hours will accrue earned sick and safe time based on the normal workweek.

(d) Earned sick and safe time under this section begins to accrue at the commencement of employment of the employee.

(e) Employees may use earned sick and safe time as it is accrued.

History: 2023 c 53 art 12 s 5; 2024 c 127 art 11 s 8

181.9447 USE OF EARNED SICK AND SAFE TIME.

Subdivision 1. **Eligible use.** An employee may use accrued earned sick and safe time for:

(1) an employee's:

(i) mental or physical illness, injury, or other health condition;

(ii) need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;

(iii) need for preventive medical or health care; or

(iv) need to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member;

(2) care of a family member:

(i) with a mental or physical illness, injury, or other health condition;

(ii) who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health condition; or

(iii) who needs preventive medical or health care;

(3) absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is to:

(i) seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;

(ii) obtain services from a victim services organization;

(iii) obtain psychological or other counseling;

(iv) seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or

(v) seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking;

(4) closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency;

(5) the employee's inability to work or telework because the employee is: (i) prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or (ii) seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the employee's employer has requested a test or diagnosis; and

(6) when it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee

to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For the purposes of this subdivision, a public emergency shall include a declared emergency as defined in section 12.03 or a declared local emergency under section 12.29.

Subd. 2. **Notice.** An employer may require notice of the need for use of earned sick and safe time as provided in this paragraph. If the need for use is foreseeable, an employer may require advance notice of the intention to use earned sick and safe time but must not require more than seven days' advance notice. If the need is unforeseeable, an employer may require an employee to give notice of the need for earned sick and safe time as soon as reasonably required by the employer. An employer that requires notice of the need to use earned sick and safe time in accordance with this subdivision shall have a written policy containing reasonable procedures for employees to provide notice of the need to use earned sick and safe time, and shall provide a written copy of such policy to employees. If a copy of the written policy has not been provided to an employee, an employer shall not deny the use of earned sick and safe time to the employee on that basis.

Subd. 3. **Documentation.** (a) When an employee uses earned sick and safe time for more than two consecutive scheduled work days, an employer may require reasonable documentation that the earned sick and safe time is covered by subdivision 1.

(b) For earned sick and safe time under subdivision 1, clauses (1), (2), (5), and (6), reasonable documentation may include a signed statement by a health care professional indicating the need for use of earned sick and safe time. However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation for the purposes of this paragraph may include a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose covered by subdivision 1, clause (1), (2), (5), or (6).

(c) For earned sick and safe time under subdivision 1, clause (3), an employer must accept a court recorder documentation signed by a volunteer or employee of a victims services organization, an attorney, a police officer, or an antiviolence counselor as reasonable documentation. If documentation cannot be obtained in a reasonable time or without added expense, then reasonable documentation for the purposes of this paragraph may include a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose covered under subdivision 1, clause (3).

(d) For earned sick and safe time to care for a family member under subdivision 1, clause (4), an employer must accept as reasonable documentation a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose as reasonable documentation.

(e) An employer must not require disclosure of details relating to domestic abuse, sexual assault, or stalking or the details of an employee's or an employee's family member's medical condition as related to an employee's request to use earned sick and safe time under this section.

(f) Written statements by an employee may be written in the employee's first language and need not be notarized or in any particular format.

Subd. 4. **Replacement worker.** An employer may not require, as a condition of an employee using earned sick and safe time, that the employee seek or find a replacement worker to cover the hours the employee uses as earned sick and safe time. This subdivision does not prohibit an employee from voluntarily seeking or trading shifts with a replacement worker to cover the hours the employee uses as earned sick and safe time.

Subd. 5. **Increment of time used.** Earned sick and safe time may be used in the same increment of time for which employees are paid, provided an employer is not required to provide leave in less than 15-minute increments nor can the employer require use of earned sick and safe time in more than four-hour increments.

Subd. 6. **Retaliation prohibited.** (a) An employer shall not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against a person because the person has exercised or attempted to exercise rights protected under this act, including but not limited to because the person requested earned sick and safe time, used earned sick and safe time, requested a statement of accrued sick and safe time, informed any person of his or her potential rights under sections 181.9445 to 181.9448, made a complaint or filed an action to enforce a right to earned sick and safe time under this section, or is or was participating in any manner in an investigation, proceeding, or hearing under this chapter.

(b) It shall be unlawful for an employer's absence control policy or attendance point system to count earned sick and safe time taken under sections 181.9445 to 181.9448 as an absence that may lead to or result in retaliation or any other adverse action.

(c) It shall be unlawful for an employer or any other person to report or threaten to report the actual or suspected citizenship or immigration status of a person or their family member to a federal, state, or local agency for exercising or attempting to exercise any right protected under sections 181.9445 to 181.9448.

(d) A person need not explicitly refer to sections 181.9445 to 181.9448 or the rights enumerated herein to be protected from retaliation.

Subd. 7. **Pay and benefits.** (a) During any use of earned sick and safe time, the employer must maintain coverage under any group insurance policy, group subscriber contract, or health care plan for the employee and any dependents, as if the employee was not using earned sick and safe time, provided, however, that the employee must continue to pay any employee share of the cost of such benefits.

(b) An employee returning from a leave under this section is entitled to return to employment at the same rate of pay the employee had been receiving when the leave commenced, plus any automatic adjustments in the employee's pay scale that occurred during the leave period. The employee returning from a leave is entitled to retain all accrued preleave benefits of employment and seniority as if there had been no interruption in service, provided that nothing under this section prevents the accrual of benefits or seniority during the leave pursuant to a collective bargaining or other agreement between the employer and employees.

Subd. 8. **Part-time return from leave.** An employee, by agreement with the employer, may return to work part time during the leave period without forfeiting the right to return to employment at the end of the leave, as provided under this section.

Subd. 9. **Notice and posting by employer.** (a) Employers must give notice to all employees that they are entitled to earned sick and safe time, including the amount of earned sick and safe time, the accrual year for the employee, the terms of its use under this section, and a copy of the written policy for providing notice as provided under subdivision 2; that retaliation against employees who request or use earned sick and safe time is prohibited; and that each employee has the right to file a complaint or bring a civil action if earned sick and safe time is denied by the employer or the employee is retaliated against for requesting or using earned sick and safe time.

(b) Employers must supply employees with a notice in English and the primary language of the employee, as identified by the employee, that contains the information required in paragraph (a) at commencement of employment or January 1, 2024, whichever is later.

(c) The means used by the employer must be at least as effective as the following options for providing notice:

(1) posting a copy of the notice at each location where employees perform work and where the notice must be readily observed and easily reviewed by all employees performing work;

(2) providing a paper or electronic copy of the notice to employees; or

(3) a conspicuous posting in a web-based or app-based platform through which an employee performs work.

The notice must contain all information required under paragraph (a).

(d) An employer that provides an employee handbook to its employees must include in the handbook notice of employee rights and remedies under this section.

(e) The Department of Labor and Industry shall prepare a uniform employee notice form for employers to use that provides the notice information required under this section. The commissioner shall prepare the uniform employee notice in the five most common languages spoken in Minnesota. Upon the written request of an employer who is subject to this section, the commissioner shall provide a copy of the uniform employee notice in any primary language spoken by an employee in the employer's place of business. If the commissioner does not provide the copy of the uniform employee notice in response to a request under this paragraph, the employer who makes the request is not subject to a penalty for failing to provide the required notice under this subdivision for violations that arise after the date of the request.

Subd. 10. Employer records and required statement to employees. (a) Employers shall retain accurate records documenting hours worked by employees and earned sick and safe time taken and comply with all requirements under section 177.30.

(b) At the end of each pay period, the employer shall provide, in writing or electronically, information stating the employee's current amount of:

(1) the total number of earned sick and safe time hours available to the employee for use under section 181.9446; and

(2) the total number of earned sick and safe time hours used during the pay period under section 181.9447.

Employers may choose a reasonable system for providing this information, including but not limited to listing information on or attached to each earnings statement or an electronic system where employees can access this information. An employer who chooses to provide this information by electronic means must provide employee access to an employer-owned computer during an employee's regular working hours to review and print.

(c) An employer must allow an employee to inspect records required by this section and relating to that employee at a reasonable time and place.

(d) The records required by this section must be kept for three years.

(e) All records required to be kept under this section must be readily available for inspection by the commissioner upon demand. The records must be either kept at the place where employees are working or kept in a manner that allows the employer to comply with this paragraph within 72 hours.

Subd. 11. **Confidentiality and nondisclosure.** (a) If, in conjunction with this section, an employer possesses:

- (1) health or medical information regarding an employee or an employee's family member;
- (2) information pertaining to domestic abuse, sexual assault, or stalking;
- (3) information that the employee has requested or obtained leave under this section; or

(4) any written or oral statement, documentation, record, or corroborating evidence provided by the employee or an employee's family member, the employer must treat such information as confidential.

Information given by an employee may only be disclosed by an employer if the disclosure is requested or consented to by the employee, when ordered by a court or administrative agency, or when otherwise required by federal or state law.

(b) Records and documents relating to medical certifications, recertifications, or medical histories of employees or family members of employees created for purposes of section 177.50 or sections 181.9445 to 181.9448 must be maintained as confidential medical records separate from the usual personnel files. At the request of the employee, the employer must destroy or return the records required by sections 181.9445 to 181.9448 that are older than three years prior to the current calendar year, unless state or federal law, rule, or regulation requires the employer to retain such records.

(c) Employers may not discriminate against any employee based on records created for the purposes of section 177.50 or sections 181.9445 to 181.9448.

Subd. 12. **Weather event exception.** Notwithstanding subdivision 1, an employee may not use sick and safe time under the conditions in subdivision 1, clause (4), if:

(1) the employee's preassigned or foreseeable work duties during a public emergency or weather event would require the employee to respond to the public emergency or weather event;

(2) the employee is a firefighter; a peace officer subject to licensure under sections 626.84 to 626.863; a 911 telecommunicator as defined in section 403.02, subdivision 17c; a guard at a correctional facility; or a public employee holding a commercial driver's license; and

(3) one of the following two conditions are met:

(i) the employee is represented by an exclusive representative under section 179A.03, subdivision 8, and the collective bargaining agreement or memorandum of understanding governing the employee's position explicitly references section 181.9447, subdivision 1, clause (4), and clearly and unambiguously waives application of that section for the employee's position; or

(ii) the employee is not represented by an exclusive representative, the employee is needed for the employer to maintain minimum staffing requirements, and the employer has a written policy explicitly referencing section 181.9447, subdivision 1, clause (4), that is provided to such employees in a manner that meets the requirements of other earned sick and safe time notices under section 181.9447, subdivision 9.

History: 2023 c 53 art 12 s 6; 2024 c 127 art 11 s 9-14

181.9448 EFFECT ON OTHER LAW OR POLICY.

Subdivision 1. **Effect on more generous sick and safe time policies.** (a) Nothing in sections 181.9445 to 181.9448 shall be construed to discourage employers from adopting or retaining earned sick and safe time policies that meet or exceed, and do not otherwise conflict with, the minimum standards and requirements provided in sections 181.9445 to 181.9448. All paid time off and other paid leave made available to an employee by an employer in excess of the minimum amount required in section 181.9446 for absences from work due to personal illness or injury, but not including short-term or long-term disability or other salary continuation benefits, must meet or exceed the minimum standards and requirements provided in sections 181.9445 to 181.9448, except for section 181.9446. For paid leave accrued prior to January 1, 2024, for absences from work due to personal illness or injury, an employer may require an employee who uses such leave to follow the written notice and documentation requirements in the employer's applicable policy or applicable collective bargaining agreement as of December 31, 2023, in lieu of the requirements of section 181.9447, subdivisions 2 and 3, provided that an employer does not require an employee to use leave accrued on or after January 1, 2024, before using leave accrued prior to that date.

(b) Nothing in sections 181.9445 to 181.9448 shall be construed to limit the right of parties to a collective bargaining agreement to bargain and agree with respect to earned sick and safe time policies or to diminish the obligation of an employer to comply with any contract, collective bargaining agreement, or any employment benefit program or plan that meets or exceeds, and does not otherwise conflict with, the minimum standards and requirements provided in this section.

(c) Nothing in sections 181.9445 to 181.9448 shall be construed to preempt, limit, or otherwise affect the applicability of any other law, regulation, requirement, policy, or standard that provides for a greater amount, accrual, or use by employees of paid sick and safe time or that extends other protections to employees.

(d) Nothing in sections 181.9445 to 181.9448 shall be construed or applied so as to create any power or duty in conflict with federal law.

(e) Employers who provide earned sick and safe time to their employees under a paid time off policy or other paid leave policy that may be used for the same purposes and under the same conditions as earned sick and safe time, and that meets or exceeds, and does not otherwise conflict with, the minimum standards and requirements provided in sections 181.9445 to 181.9448 are not required to provide additional earned sick and safe time.

(f) The provisions of sections 181.9445 to 181.9448 may be waived by a collective bargaining agreement with a bona fide building and construction trades labor organization that has established itself as the collective bargaining representative for the affected building and construction industry employees, provided that for such waiver to be valid, it shall explicitly reference sections 181.9445 to 181.9448 and clearly and unambiguously waive application of those sections to such employees.

(g) The requirements of section 181.9447, subdivision 3, may be waived for paid leave made available to an employee by an employer for absences from work in excess of the minimum amount required in section 181.9446 through a collective bargaining agreement with a labor organization that has established itself as the collective bargaining representative for the employees, provided that for such waiver to be valid, it shall explicitly reference section 181.9447, subdivision 3, and clearly and unambiguously waive application of that subdivision to such employees.

(h) An individual provider, as defined in section 256B.0711, subdivision 1, paragraph (d), who provides services through a consumer support grant under section 256.476, consumer-directed community supports under section 256B.4911, or community first services and supports under section 256B.85, to a family

member who is a participant, as defined in section 256B.0711, subdivision 1, paragraph (e), may individually waive the provisions of sections 181.9445 to 181.9448 for the remainder of the participant's service plan year, provided that the funds are returned to the participant's budget. Once an individual provider has waived the provisions of sections 181.9445 to 181.9448, they may not accrue earned sick and safe time until the start of the participant's next service plan year.

(i) Sections 181.9445 to 181.9448 do not prohibit an employer from establishing a policy whereby employees may donate unused accrued sick and safe time to another employee.

(j) Sections 181.9445 to 181.9448 do not prohibit an employer from advancing sick and safe time to an employee before accrual by the employee.

Subd. 2. Termination; separation; transfer. Sections 181.9445 to 181.9448 do not require financial or other reimbursement to an employee from an employer upon the employee's termination, resignation, retirement, or other separation from employment for accrued earned sick and safe time that has not been used. If an employee is transferred to a separate division, entity, or location, but remains employed by the same employer, the employee is entitled to all earned sick and safe time accrued at the prior division, entity, or location and is entitled to use all earned sick and safe time as provided in sections 181.9445 to 181.9448. When there is a separation from employment and the employee is rehired within 180 days of separation by the same employer, previously accrued earned sick and safe time that had not been used or otherwise disbursed to the benefit of the employee upon separation must be reinstated. An employee is entitled to use accrued earned sick and safe time and accrue additional earned sick and safe time at the commencement of reemployment.

Subd. 3. Employer succession. (a) When a different employer succeeds or takes the place of an existing employer, all employees of the original employer who remain employed by the successor employer are entitled to all earned sick and safe time accrued but not used when employed by the original employer, and are entitled to use all earned sick and safe time previously accrued but not used.

(b) If employees are terminated by the original employer and hired within 30 days by the successor employer following the employer succession, those employees are entitled to all earned sick and safe time accrued but not used when employed by the original employer, and are entitled to use all earned sick and safe time previously accrued but not used.

History: 2023 c 53 art 12 s 7; 2024 c 127 art 11 s 15-17