COLLECTIVE BARGAINING AGREEMENT

between

MINNETONKA ASSOCIATION OF PRINCIPALS

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 Association of Principals (hereinafter referred to as the Association), is to provide for the terms and conditions of employment for building administrators pursuant to and in compliance with, the Public Employment Labor Relations Act of 1971 (P.E.L.R.A.), as amended.

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

ARTICLE II: RECOGNITION

The Employer recognizes the Association as the exclusive representative of all employees of Minnetonka School District No. 276, Minnetonka, Minnesota, who are licensed as a principal by the State Department of Education who are employed for more than fourteen (14) hours per week and for more than one hundred (100) work days per year, and who devote more than fifty percent (50%) of their time to administrative or supervisory duties in the capacity of a principal, assistant principal, principal on special assignment, or assistant principal for student activities. 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: DEFINITION

Building Administrator (sometimes referred to hereinafter as employee): shall mean building principal, associate principal, or assistant principal as defined in Article II herein.

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

Association: shall mean the Minnetonka Association of Principals (MAP).

Twelve (12) Month Employee Contract Year: The length of the work year for a twelve (12) month employee shall be fifty-two (52) weeks with the holidays and vacations provided in this Agreement.

Partial Year Employee Contract Year: The length of the work year for a partial year employee shall follow the teacher work year, plus twenty days; for a total of 204 days. Partial year assistant principals are expected to work on every teacher regular duty day and will work the additional twenty days at the direction and scheduling of the building principal.

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.

Section 5
The Employer shall not discriminate against any building administrator for any reason protected by state or federal law. Since alleged discriminatory acts on the above-defined basis 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 6
The Employer shall not discriminate against any Building Administrator by reason of the membership or non-membership in the Association or place of residence.

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 Building Administrator for any reason prohibited by state or federal law. Since alleged discriminatory acts on the above defined basis 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 Building Administrator by reason of membership or non-membership in the Association or place of 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 work days.

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 employee 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 employee and the Employer's designee.

Section 4: Procedure for Adjustment of Grievance

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

Level 1. If the grievance is not resolved through informal discussions between the employee and the Superintendent of Schools, the Superintendent shall issue a written decision on the grievance. Said written decision shall be issued within ten (10) days after the informal discussions have terminated.

Level 2. In the event the grievance is not resolved at Level 1, 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 1. 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.

Section 5: Arbitration Procedure

In the event the employee 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 employee, and such request must be filed in the office of the Superintendent within ten (10) days following the date of the decision at Level 2 of the grievance procedure. A request for arbitration must set forth the issues(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 Public Employment Relations Board to provide a list of arbitrators pursuant to M.S. 179.70, Subd. 4, 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 Agreement.

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 employee 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

Twelve (12) month employees shall be granted twelve (12) 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 employee's vacation period will be extended to compensate for such deficiency.

Holidays:

- Independence Day
- Labor Day
- Thanksgiving Day
- Day following Thanksgiving Day
- December 24
- December 25
- New Year's Day
- Presidents Day
- Martin Luther King Day
- Friday immediately prior to Easter (New Year's Eve Day if Good Friday is not recognized as a District holiday)
- Memorial Day
- Juneteenth

ARTICLE VIII: HEALTH REQUIREMENTS

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

ARTICLE IX: VACATIONS

Section 1
Twelve (12) month employees shall be granted a paid vacation which the employee shall earn from July 1 to June 30. Employees will be permitted to utilize their vacation period at a time, or times, mutually agreeable to the employee and the Superintendent or designee. Partial year employees are not eligible for vacation.

Section 2

Vacations will be accrued as follows:

Vacation shall be accrued on the basis of 2.5 days per month, or a total of 30 days per year. After 15 years of employment as a principal in the district or after the 20th year of employment in the district, vacation shall be accrued on the basis of 2.92 days per month or a total of 35 days per year. Up to five years of previous administrative experience in another district may count toward the fifteen-year threshold. Such vacation days will be provided to the principal/asst. principal in full on July 1 of each year; however, such vacation will be earned on an accrual basis at the rate of 2.5 days per month (30 days paid vacation per year) or 2.91 days per month (35 days paid vacation per year). In the event of early termination of the contract, any vacation taken beyond the number earned for the respective period of the year shall be repaid by the principal/assistant principal.

Section 3

The following provisions shall apply to vacations:

Subd. 1

Persons employed after July 1 of any given year shall have their first year's earned vacation period prorated at 1.66 of a day vacation per month employed.

Subd. 2

An employee terminating employment shall receive accrued vacation not taken or otherwise compensated up to a maximum of 40 days. For the purposes of this Article, the daily compensation rate shall be calculated by dividing the employee's annual salary by 229.

Subd. 3

Consecutive vacation days while school is in session shall be limited to five (5) days; however, exceptions may be granted in writing by the Superintendent.

Subd. 4

Employees are encouraged to plan vacation schedules which include at least one significant work break period. (e.g. 5 to 10 days)

Subd. 5

Vacation days may be accrued to a maximum of 40 days.

Section 4

For the purpose of computing vacation accrual for years of employment subsequent to the initial year of employment, the Employer will give a full year's credit if an employee is hired on a full-time basis prior to January 1. If employed after January 1, no credit will be given for the first year of employment.

ARTICLE X: BASIC LEAVE

Section 1

Subd. 1

(a) Full time employees shall be entitled to accrue eight (8) hours of basic leave per month of active employment. Employees who are regularly scheduled to work less than full time shall accrue basic leave on a proportional basis to that earned by a full time employee in the same ratio the parttime employee's work week relates to the work week of a full time employee (considered for these purposes to be forty (40) hours per week.)

(b) As a supplement to the monthly allocation, full time employees shall accrue eight (8) additional hours of basic leave per year. Employees who are regularly scheduled to work less than full time shall accrue a proportional number of annual supplemental hours, as calculated in Subd. 1a above.

(c) Basic leave shall accrue monthly as it is earned and shall be termed accrued basic leave. However, the supplement to the monthly allocation shall be awarded at the end of each work year on June 30.

Section 2: Sick Leave

Subd. 1

(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 X: Basic Leave, section 2, Sick Leaves, subd. 1, subd. 2, subd. 3, and subd. 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. 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. "Long term" sick leave shall not be available to part time employees. Once an employee has accrued sixty-five (65) days of basic leave, the District shall not be required to grant sick leave beyond that which the employee has accrued even if sick leave utilization by the employee subsequently reduces the employee's accrual below sixty-five (65) days.

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

Subd. 4
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. 5
In the event sick leave has been completely used, and upon application to the Superintendent, the Superintendent may, at the Superintendent's discretion, authorize in writing to pay the employee the difference between the employee's regular daily salary and the substitute's pay for a period not to exceed thirty (30) days. This additional time applies only to employees who have completed three (3) consecutive full years of service with Minnetonka Public Schools. If another illness occurs after thirty (30) days have been used, full salary deductions will be made.

Section 3: Personal Leave
Upon request to the Superintendent or designee, two (2) days of personal leave per year may be granted without salary deduction. This day of leave shall not be used when other articles of this Agreement make provision for the absence.

Section 4: Death or Serious Illness

Subd. 1
Leaves of absence without salary deductions will be granted for death and attendance at the funeral, 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 immediate supervisor for leaves under this provision. Said request must set forth the basis for the requested leave. A subsequent written report of the absence must be filed with the Superintendent.

Subd. 2
Up to six (6) days per occurrence will be allowed if the death, funeral or serious illness involves the employee's spouse or child.

Subd. 3
Up to five (5) days per occurrence will be allowed if the death, life threatening surgery, or serious illness involves the employee's parents, sister, brother, or blood relation residing in the same household; the employee's spouse's father, mother, sister, brother; or a close friend residing in the same household as the employee.

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 if so, authorized in writing.

Subd. 6
All death or serious illness leave pursuant to 1-6 above shall be deducted from the accrued basic leave earned by the employee except:

(a) In the event of the death of a member of the employee's immediate family or household (as described in Subd. 2 and 3), the Employer shall allow up to four (4) days of death and serious illness leave without deduction from the accrued basic leave earned by the employee.

(b) The Employer shall allow up to four (4) hours of death and serious illness leave on an annual basis for attendance at the funeral of a current school district employee, without deduction from the accrued basic leave earned by the employee. The number of leaves granted under this provision may be limited at the discretion of the Employer.

Section 5:

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.

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 X: Basic Leave, section 5 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.

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

ARTICLE XI: JURY DUTY

Section 1
When an employee serves on jury duty, the employee 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.

Section 3
The employee may be required to submit proof of jury duty service.

ARTICLE XII: SABBATICAL LEAVE

Section 1
A sabbatical leave may be granted to employees for the purpose of professional improvement provided the employee has at least six (6) years of consecutive professional employment with the District. It is understood by the parties the District may deny a sabbatical leave to any employee where the granting of said leave conceivably could represent additional cost to the District.

Section 2
The activity in which the employee is to be engaged must be related to present or future professional responsibilities with the District.

Section 3
The employee granted a sabbatical leave shall be paid an amount equal to at least one-half the employee's current salary.

Section 4
Employees granted sabbatical leaves 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 including any fringe benefits paid by the District. Exception to this can be made at the District's sole discretion because of death, serious illness, or disabling injury to the employee which prevents the employee from fulfilling this obligation.

Section 5
Employees on sabbatical leave shall be entitled to all fringe benefits for which fulltime employees are eligible, except long-term disability benefits which will be dependent upon the employee's salary the year prior to being granted the sabbatical leave. The District tax sheltered annuity contribution, if any, for employees on sabbatical will be based on the sabbatical salary.

Section 6
Written applications for sabbatical leaves shall be made to the Superintendent for the Superintendent's recommendation to the Board of Education. Authorization of such leave must be given in writing by the Board.

ARTICLE XIII: CHILD REARING LEAVE

Section 1
Child rearing leave of absences shall be available to employees for a period of time, not to exceed nine (9) calendar months, for the purpose of caring for a newborn infant for which 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
(a) At least two (2) calendar months prior to the estimated delivery date of the child, the employee shall be required to notify the Employer in writing whether or not the employee intends to take child rearing leave. This election may be changed at any time before the 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.

(b) 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 fifteenth (15th) day following the physician's estimated date of birth; or in the case of an adoption, the agency's estimated date when the child will be turned over to the parent.

Section 4
In making a final determination under Section 3 concerning the duration of a child rearing leave of absence, the Employer shall not be required to grant a leave of absence in excess of two (2) semesters.

Section 5
The actual commencement date of child rearing leave shall be the date following birth of the child on which the employee is no longer disabled due to childbirth and pregnancy related disability; or, in the case of adoption, the date when the child is physically released to the employee parent. The return date shall be nine (9) calendar months following the actual commencement of the leave except as may be provided in Section 7.

Section 6
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 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 reemployed in the employee's former position if available. If that position is not available, then the employee will be assigned to a position in the employee's seniority category for which the employee is otherwise qualified.

Section 9
Employees on child rearing leave shall notify the Superintendent in writing of their intention to either: 1) return to employment as scheduled in accordance with the return date of the leave; or (2) resign according to the following schedule:

(a) At least ninety (90) days prior to the specified return date of said leave when the return date of said leave was intended to coincide with the opening of school.

(b) At least sixty (60) days prior to the specified return date of said leave when such date falls at any other time during the school year.

The employee shall lose all reemployment rights if the employee fails or refuses to notify the Employer by in writing 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 at the beginning of the leave. The employee shall not accrue additional experience credit for 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 if permitted under the insurance policy provision 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
A child rearing leave of absence granted under this Article shall be a leave without pay.

ARTICLE XIV: UNREQUESTED LEAVE/TRANSFER

Section 1
If it is necessary to reduce or eliminate positions in the District held by employees covered by this Agreement because of discontinuance of position, lack of pupils, financial limitations, or a merger of classes caused by consolidation of districts, such reduction will be effected by attrition to the extent the Employer deems feasible. If additional reduction is necessary, the Employer will reduce staff utilizing seniority according to the provisions of this Article.

Section 2
Seniority is defined as length of continuous active service as a building administrator with the District from the most recent date of employment as a full-time employee (30 or more hours per week). Seniority shall be accumulated in the categories set forth in Section 4 hereof.

Section 3
Continuous active employment shall not be broken by any basic leave, workman's compensation leave, death, or serious illness leave, jury duty leave, or personal leave properly utilized according to the provisions of this Agreement. However, there shall be no accrual of seniority credit while on a long-term leave of absence for medical purposes, or any other leaves unless specifically so provided by the terms of the leave.

Section 4
Seniority shall be on a category basis as follows:

(a) On a district wide basis for all high school head principals; then middle school head principals;

(b) On a district wide basis for all elementary head principals;

(c) On a district-wide basis for the high school assistant or associate principals; then middle school assistant principals; then elementary assistant principals.

In cases where principals have the same seniority credit, ties will be broken based on the following criteria in the order listed until the tie is broken.

(1) The date the School Board approved the most recent employment. The earliest date of employment will be given priority.

(2) The date the principal submitted their employment application.

(3) The principal with the greatest number of years of administrative experience outside the District will be given priority.

(4) A coin toss.

Section 5
An employee who is transferred at the employee's request to a new category may, at the discretion of the Employer, and set forth in writing by the Employer, have total seniority transferred to the new category. An employee who is required by the Employer to transfer to a new category may elect to transfer seniority to the new category.

Section 6
An employee may be reassigned at the discretion of the employer within their seniority category, provided discussions have been held with the principal regarding the need for the district to make such a transfer and concerns which the principal may have about the transfer. An employee who assumes a new position as the result of reassignment assumes the salary schedule which applies to the new position. However, an employee shall not be required to take a reduction in salary as the result of a reassignment.

Section 7
A principal may be placed on special assignment. The following conditions apply:

(a) said principal will continue on his or her same salary and benefit structure during this assignment as was in place prior to the special assignment.

(b) seniority will continue to accrue as would occur without the special assignment;

Section 8
If it is necessary to reduce or eliminate positions in the District which are held by the employees covered by this Agreement, employees will be released within the categories as indicated in Section 4 above, in the reverse order of their seniority credit. In cases where two or more employees have the same seniority credit, ties will be broken based on the following criteria in the order listed until the tie is broken:

(a) The date the School Board approved the most recent employment. The earliest date of employment will be given priority.

(b) The order in which the names appear in the Board minutes of the meeting at which the initial employment contract was approved.

Section 9
Employees placed on unrequested leave of absence pursuant to this Article shall have no employment rights in other positions in the District, except as may be provided by other agreements or policies.

Section 10
Employees given unrequested leaves of absence will be given priority for positions which become available in the category from which they were released in the reversed order of their release.

Section 11
All seniority rights shall be terminated with no reemployment rights under the following circumstances:

(a) The employee resigns;

(b) The employee is discharged or terminated;

(c) The employee does not signify intent by certified or registered mail to return to work from an unrequested leave of absence within fourteen (14) calendar days after being notified to return by certified or registered mail, addressed to the employee at the last address filed with the Superintendent of Schools. An employee who changes address must notify the Employer of the change. The date by which the employee must return to work from unrequested leave shall be at the discretion of the Employer but shall in no case (except by mutual agreement) be sooner than twenty-one (21) calendar days following original notification by the Employer.

(d) The employee has been on unrequested leave for a period of time equal to the employee's category seniority at the time the employee's unrequested leave commenced or five (5) years, whichever is less.

Section 12
Employees on authorized leaves of absence shall retain the seniority accumulated at the time the leave was granted. Except as otherwise specifically provided, no seniority shall accrue during any leave of absence.

ARTICLE XV: OTHER LONG AND SHORT TERM LEAVE

Section 1
An application for a leave of absence under this section shall be made in writing to the Superintendent of Schools, setting forth the reason for the requested leave. No such leave shall be granted unless expressly authorized by the School Board in writing.

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

Section 2
Leaves of absence required by law will be granted according to the provisions of the law.

Section 3
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.

Section 4
In the event a leave is granted under this Article, the employee shall retain such amount of basic 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.

Section 5
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.

ARTICLE XVI: RETIREMENT

Section 1. Purpose of the Retirement Savings 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.

Section 2. Benefit:
The employee 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:

Twelve (12) Month Principals
Starting First Year of Service: ..... 3% match
After Completing First Year of Service: ..... 6% match

Partial Year Principals
Starting First Year of Service: ..... 2% match

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

Section 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.

Section 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 2018-2019 school year and thereafter, tax

sheltered purchase will be limited to the following 9 tax sheltered annuity companies:

American Funds
Ameriprise
AXA Equitable Life
Common Wealth Annuity
Great West
VOYA
ESI Financial
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 XVII: INSURANCE FRINGE BENEFITS

Section 1: Insurance Fringe Benefit Allocation

Subd. 1. Each full time Employee will be allocated a monthly contribution for use in purchasing fringe benefits under this Article. The District will allocate a monthly contribution according to the grid below. Said allocation will commence on July 1 of each year and will be made to the employee's account at the beginning of each month during which the employee is entitled to full salary from the District.

Type of Health Insurance Coverage	Monthly District Contribution 2026-2027	Monthly District Contribution 2027-2028
Single	$902	$965
Employee +1	$1,223	$1,309
Family	$1,607	$1,720

Subd. 2. Each employee shall be charged a minimum of the least expensive individual coverage under the Group Health and Hospitalization Insurance Plan specified in Section 2, Subd. 1, the Life Insurance Plan specified in Section 2, Subd. 2a, and Dental Insurance specified under Section 2, Subd. 3 whether or not the employee authorized purchase of any of these insurance coverages. For the purposes of computing the amount to be charged to each employee's account for the purchase of insurance coverages, the rate in effect for a particular month shall be the rate billed by the carrier for that month.

Subd. 3. If an employee elects to purchase insurance fringe benefits under Section 2 below which results in monthly premium charges greater than the amount allocated to the employee's account pursuant to Subd. 1 above, any cost in excess of the employee's monthly allocation shall be borne by the employee and paid by payroll deduction. The monthly deduction shall be annualized and divided evenly over the pay periods in the contract year.

Subd. 4. Monthly allocations to employees for the purposes of purchasing insurance fringe benefits under Subd. 1 above shall cease in the first month following any of the following:

(a) Termination of employment with the District;

(b) Leaving on an authorized leave of absence, unless other provisions of this Agreement make provision for continuance of the monthly allocation.

Subd. 5. Any employee on an approved leave of absence for medical purposes shall be allocated $55.00 per month for up to five (5) years for use in purchasing individual hospitalization, medical and major medical insurance.

Section 2: Available Fringe Benefits

Subd. 1. Hospital Medical Insurance

(a) An employee shall be eligible to purchase hospitalization, medical and major medical insurance coverage if the employee:

(1) is qualified under the terms of the policy;

(2) is on an approved leave of absence for medical purposes, not to exceed five (5) years; and

(3) has not terminated employment with the District.

(b) Individual coverage and family coverage shall be available for all employees who are eligible for, and are enrolled in, the School District Group Health and Hospitalization Plan. Administration of the plan will be consistent with the policies and procedures of the insurance carrier. The Employer will select the insurance carrier. To qualify for family coverage the 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.

Subd. 2. Life Insurance

(a) A principal sum life insurance policy equal to the employee's annual salary which shall have a double indemnity provision in the case of accidental death shall be available for each full-time employee. The principal sum benefits and the double indemnity benefits for any employees age 65 and over shall be the amount specified by the policy and may be lower than the amount specified herein. The administration of this plan will be consistent with the policies and procedures established by the insurance carrier. The Employer will select the insurance carrier.

(b) Employees will have the option, consistent with the policies and requirements of the insurance carrier, to purchase additional supplemental term life insurance.

Subd. 3. Dental Insurance:
The cost of such Dental Insurance shall be borne by the Employee and to the extent such cost exceeds the monthly amount allocated to the Employee pursuant to Section 1, Subd. 1 above, it shall be paid by payroll deduction while the Employee. 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.

Subd. 4. Long-Term Disability Insurance (LTD)/Group Income Protection Insurance:
The district will be responsible for the selection of the insurance carrier. Each employee is required to: a) pay the applicable premium with after tax income; and b) participate in the income protection insurance. Such income protection insurance provision shall be available for employees over sixty-five (65) only if offered by the insurance carrier, and then, only on the basis of the provisions and coverage the carrier is willing to provide. The administration of the plan will be consistent with the policies and procedures established by the insurance carrier.

ARTICLE XVIII: BUSINESS EXPENSE REIMBURSEMENT

Each Twelve (12) Month Principal shall have $2,500.00 and each partial year Assistant Principal shall have $2,000 allocated in the budget each fiscal year which may be used for reimbursement of professional expenses incurred in the performance of responsibilities associated with employment with the Minnetonka School District.

Funds set aside in the Business Expense Reimbursement Budget are limited for reimbursement of the following: dues for membership in professional organizations; attendance at workshops, conventions, seminars, tuition for classes related to professional assignment, etc.; purchase of professional subscriptions, books, etc.; purchase or lease of technology equipment related to the employee's job.

Administrators will be reimbursed for authorized travel at the rate per mile approved by the Internal Revenue Service. A change by the Internal Revenue Service in its approved rate per mile shall become effective for mileage incurred commencing the month following the date the new rate is announced.

Mileage for travel within the seven-county metro area shall not be charged to the Business Expense Reimbursement Budget.

Expenses incurred in attending workshops or conferences at the request of the district shall be paid from the district staff development budget. Such district required activities shall not be charged to the Business Expense Reimbursement Budget. The cost of attending national conventions and meetings shall not be charged to the Business Expense

Reimbursement Budget.

ARTICLE XIX: OTHER BENEFITS

Section 1: Reimbursement for Unused Vacation Days
The Employer agrees to reimburse Twelve (12) month employees at the daily compensation rate for twelve (12) unused vacation days per year. For the purposes of this Section, the daily compensation rate shall be calculated by dividing the employee's annual salary by 229.

The funds will be paid directly to the employee via payroll on or after July 1.

Section 2: Reimbursement for Unused Sick Leave
Subd. 1 – Twelve (12) Month Employee
As of the end of each fiscal year, the employee will be reimbursed for 6 days of unused sick leave per year. To qualify for reimbursement, the employee's accrued sick leave must be at least 520 hours as of April 30. The employee's sick leave bank may not drop below 520 hours after the reimbursement. The reimbursement will be paid directly to the employee before July 1. For the purposes of this Section, the daily compensation rate shall be calculated by dividing the employee's annual salary by 229.

Subd. 2 – Partial Year Employee
The employee will be reimbursed for up to 80 hours of unused sick leave per year. The employee may request to be reimbursed anytime during the school year. If no request is received, the benefit will be paid out no later than July 1. Such reimbursement will be paid directly to the employee.

Subd. 3 – Retiring Employees
A currently employed assistant principal or principal (partial or full year) is eligible to be reimbursed for up to an additional 10 (ten) days of accrued sick leave at retirement if the following definition of retirement is met:

- The employee has reached the age of 55 years old by the date of retirement AND
- The employee has completed 5 (five) years of service within the Minnetonka Association of Principals
  AND
- Notification has been submitted to human resources by February 1, for a retirement occurring June 30 of the current school year

There is no minimum sick leave balance to be eligible for this benefit

ARTICLE XX: DUES CHECK OFF

Employees 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 notification card by the employee, the Employer will deduct from the employee's paycheck the dues the employee has agreed

to pay the Association. Such deduction 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 employee 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 employees 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 employees, by reason of payroll deductions under this Article.

ARTICLE XXI: LENGTH OF CONTRACT YEAR

Section 1: Contract Year

Subd. 1 Twelve (12) Month Employees

The length of the work year for a twelve (12) month employee shall be fifty-two (52) weeks with the holidays and vacations provided in this Agreement.

Subd. 2 Partial Year Employees

204 Day Assistant principals shall be employed on a teacher work year, plus twenty days; for a total of 204 days. Assistant principals are expected to work on every teacher regular duty day and will work the additional twenty days at the direction and scheduling of the building principal.

ARTICLE XXII: SALARY SCHEDULE

Section 1: Salaries

The salaries reflected in the attached Appendix A hereto shall be part of this agreement for the 2026-2027 and 2027-2028 school years.

Section 2: Placement of New Employees

The Employer reserves the right to hire any employee at any amount at or above the established minimum salary for the position.

Section 3: Performance Review

If the Employer determines that the employee's performance is unsatisfactory, the employee shall be so informed in an evaluation conference held prior to December 1. Within ten (10) days after such conference the Employer shall provide a written summary of the conference listing the deficiencies which the employee must correct or overcome in order to receive increment advancement and/or other salary increase. The written summary will also include specific suggestions as to how the deficiencies might be corrected.

If the Employer determines the employee's performance continues to be unsatisfactory, the Employer shall so inform the employee in a conference which is to be held prior to March 1.

If requested by the employee, the Employer will provide a list of the deficiencies which continue to persist.

ARTICLE XXIII: 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 XXIV: WORK STOPPAGES

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

ARTICLE XXV: DURATION

This Agreement shall remain in full force and effect for a period commencing on July 1, 2026 through June 30, 2028 and thereafter until modifications are made pursuant to P.E.L.R.A., provided there shall be no salary advancement by any employee pursuant to Article XXIV and Schedule A after June 30, 2028 until a successor Agreement has been negotiated and ratified by both parties. 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 March 1 preceding the expiration of this Agreement.

ARTICLE XXVI: 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.

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

For MINNETONKA ASSOCIATION OF PRINCIPALS (MAP)

11/4/2024
Date

MAP Lead Negotiator

MAP Negotiator

MAP Negotiator

For MINNETONKA PUBLIC SCHOOLS INDEPENDENT SCHOOL DISTRICT #276

11/5/2024
Date

Chairperson, School Board

Clerk, School Board

District Lead Negotiator

District Negotiator

District Negotiator

District Negotiator

Appendix A

2026-2028 SALARY SCHEDULES

Years shown represent the contract year the MAP member is entering at the start of the contract year. For example, a member beginning their 5th year is placed in the 5-7 Years column.

2026-2027 Salary Schedule	Step 1 (0-4 Years)	Step 2 (5-7 Years)	Step 3 (8-10 Years)	Step 4 11+ Years
High School Principal	$216,227	$218,389	$220,551	$222,714
Middle School Principal	$193,310	$195,244	$197,176	$199,110
Elementary Principal	$184,414	$186,257	$188,101	$189,946
12 Month High School Assistant Principal	$148,555	$150,041	$151,526	$153,013
Partial Year High School Assistant Principal	$140,197	$141,599	$143,001	$144,403
12 Month Middle School Assistant Principal	$142,623	$144,050	$145,477	$146,903
Partial Year Middle School Assistant Principal	$135,884	$137,242	$138,601	$139,960
Partial Year Elementary School Assistant Principal	$129,952	$131,251	$132,551	$133,851

2027-2028 Salary Schedule	Step 1 (0-4 Years)	Step 2 (5-7 Years)	Step 3 (8-10 Years)	Step 4 11+ Years
High School Principal	$222,714	$224,941	$227,168	$229,396
Middle School Principal	$199,110	$201,102	$203,092	$205,084
Elementary Principal	$189,946	$191,845	$193,744	$195,644
12 Month High School Assistant Principal	$153,011	$154,542	$156,072	$157,603
Partial Year High School Assistant Principal	$144,403	$145,847	$147,291	$148,735
12 Month Middle School Assistant Principal	$146,902	$148,372	$149,841	$151,310
Partial Year Middle School Assistant Principal	$139,960	$141,359	$142,759	$144,159
Partial Year Elementary School Assistant Principal	$133,851	$135,189	$136,527	$137,866

Appendix B

LONGEVITY STIPEND

Placement on the longevity schedule applies to years worked as an Assistant Principal and/or Principal with Minnetonka Public Schools.

MAP Member	2026-2027	2027-2028
5-9 Completed Years	$1,500	$1,500
10-14 Completed Years	$2,500	$2,500
15+ Completed Years	$3,750	$3,750

MEMORANDUM OF UNDERSTANDING A

Performance Based Compensation

The parties agree to performance compensation based on objectives established through the mutual commitments process and/or school student achievement results. The maximum performance pay award shall be set as a percentage of base salary, annually, as indicated below:

Performance Pay Percentages	2026-2027	2027-2028
High School Principal	6%	6%
Middle School Principal	6%	6%
Elementary School Principal	6%	6%
High School Assistant Principal Full Year	5%	5%
Middle School Assistant Principal Full Year	5%	5%
Partial Year Assistant Principal	5%	5%

For the Minnetonka Principals Association — Date: 11-4-26

For Minnetonka Public Schools — Date: 10/21/26

MEMORANDUM OF UNDERSTANDING B

Performance Pay 2026-2028 Contract Periods

The District agrees to hold harmless the employees listed below. Their maximum performance pay will be $8,000 annually or the percentage indicated, whichever is greater.

- Darren Best
- Emily Rosengren
- Bradley Halverson

For the Minnetonka Principals Association — Date: 11-4-26

For Minnetonka Public Schools — Date: 10/21/26

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 andsafe time in accordance with this subdivision shall have a written policy containing reasonable proceduresfor employees to provide notice of the need to use earned sick and safe time, and shall provide a writtencopy of such policy to employees. If a copy of the written policy has not been provided to an employee, anemployer 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 sickand safe time is covered by subdivision 1.

(b) For earned sick and safe time under subdivision 1, clauses (1), (2), (5), and (6), reasonabledocumentation may include a signed statement by a health care professional indicating the need for use ofearned sick and safe time. However, if the employee or employee's family member did not receive servicesfrom a health care professional, or if documentation cannot be obtained from a health care professional ina reasonable time or without added expense, then reasonable documentation for the purposes of this paragraphmay include a written statement from the employee indicating that the employee is using or used earnedsick 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 recordor documentation signed by a volunteer or employee of a victims services organization, an attorney, a policeofficer, or an antiviolence counselor as reasonable documentation. If documentation cannot be obtained ina reasonable time or without added expense, then reasonable documentation for the purposes of this paragraphmay include a written statement from the employee indicating that the employee is using or used earnedsick 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 employermust accept as reasonable documentation a written statement from the employee indicating that the employeeis 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, orstalking or the details of an employee's or an employee's family member's medical condition as related toan 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 benotarized or in any particular format.

Subd. 4. **Replacement worker.** An employer may not require, as a condition of an employee usingearned sick and safe time, that the employee seek or find a replacement worker to cover the hours theemployee 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*