

MASTER AGREEMENT

MINNETONKA PUBLIC SCHOOLS
(Independent District No. 276)

and the

MINNETONKA TEACHERS ASSOCIATION

July 1, 2019 through June 30, 2021

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PURPOSE

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

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

RECOGNITION

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

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

ARTICLE I - DEFINITION

Section A. Teacher

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

Section B. Full-Time Teacher

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

Section C. Part-Time Teacher

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

Section D. Reserve/Substitute Teacher

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

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

Section E. Employer

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

Section F. Association

Association means the Minnetonka Teachers Association.

Section G. Other Terms

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

ARTICLE II – SCHOOL BOARD RIGHTS

Section A. Managerial Rights

Subd. 1

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

Subd. 2

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

Section B. Effect of Laws, Rules and Regulations

Subd. 1

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

Subd. 2

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

Section C. Reservation of Rights

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

ARTICLE III – TEACHER AND ASSOCIATION RIGHTS

Section A. Right to Views

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

Section B. Non-Discrimination

Subd. 1

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

Subd. 2

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

Section C. Right to Join

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

Section D. Teacher Contract

Subd. 1

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

Subd. 2

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

Subd. 3

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

Subd. 4

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

Subd. 5

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

Section E. Master Agreement

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

Section F. Dues Check Off

Subd. 1

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

Subd. 2

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

Section G. Teacher Files

Subd. 1

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

Subd. 2

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

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

Subd. 3 Working Files

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

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

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

Section H. Teacher Communications

The District will comply with the Minnesota Governmental Data Practices Act, [M.S. 13.01](#), et. Seq. when communicating to and about employees.

Section I. School Facility Use

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

Section J. Representative

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

Section K. Payment of Salary 2019-21

Subd. 1 Pay Dates

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

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

Subd. 2 Pay Options

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

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

Subd. 3 Time Period

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

Subd. 4 W-2 Forms

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

ARTICLE IV – GRIEVANCE PROCEDURE

Section A. Grievance Definition

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

Section B. Days and Time Limits

Subd. 1

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

Subd. 2

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

Subd. 3

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

Subd. 4

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

Subd. 5

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

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

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

Section C. Representation

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

Section D. Confidentiality

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

Section E. Right to Discuss

Nothing herein contained shall be construed as limiting the right of either party to discuss the matter with any person or persons deemed appropriate. The District will comply with the Minnesota Governmental Data Practices Act. [M.S. 13.01](#), et. Seq. when communicating to and about employees.

Section F. Processing and Waiver

Subd. 1

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

Subd. 2

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

Subd. 3

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

Section G. Non-Discrimination

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

Section H. Procedure for Adjustment of Grievances

Subd. 1 Step I

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

Subd. 2 Step II

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

Subd. 3 Step III

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

Subd. 4 Step IV

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

ARTICLE V – WORKING CONDITIONS

Section A. School Calendar

Subd. 1

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

Subd. 2

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

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

c. the following seven non-school days:

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

Subd. 3

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

Subd. 4

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

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

Subd. 5

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

Subd. 6

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

Subd. 7

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

Section B. Hours of Service

Subd.1

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

Subd. 2

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

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

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

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

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

Subd. 3

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

- a. Paid time at the rate per hour shown above; or
- b. Additional personal leave within the meaning of Article VI, Section A, Subd. 3, Personal Leave. Employees who accumulate four (4) hours of time will be eligible for a half day of personal leave; employees who accumulate eight (8) hours of time will be eligible for a full day. Days of personal leave under this provision not taken prior to May 1 of the school year will be compensated at the hourly rate based on Lane 3, Step N of the salary schedule for 2019-2021.

Subd. 4

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

Subd. 5

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

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

Subd. 6

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

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

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

Section C. Health Requirements

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

Section D. Mileage

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

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

ARTICLE VI - LEAVES OF ABSENCE

Section A. Basic Leave

Subd. 1 Basic Leave Allowance, Reimbursement and Uses

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

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

- b. Commencing July 1, 1974, teachers who are regularly scheduled to work at least fourteen (14) hours per week, but less than thirty (30) hours per week, shall accrue basic leave on a proportional basis to that earned by a full-time teacher in the same ratio that the part-time teacher's annual work hours relate to the annual work hours of a full-time teacher who works forty (40) hours per week. Such annual basic leave shall accrue monthly as it is earned on a proportional basis to the teacher's work year. Basic leave earned by part-time teachers shall be cumulative and the amount earned as a part-time teacher shall be retained if the teacher is appointed to a full-time position.
- c. Reimbursement for Unused Basic Leave
 - (1) Teachers with Less Than Sixty-Five (65) Days of Accrued Basic Leave

As of the end of each fiscal year, if a teacher's total basic leave, accrued that year in accordance with Subd. 1a or 1b above and carried forward from prior years, is less than sixty-five (65) days, then all unused basic leave accrued during that fiscal year will be added to the total accrued basic leave carried over from prior years.

(2) and (3) Not Applicable for 2019-21. See Language Inserted below (3)

- (2) Teachers with Sixty-Five (65) to One Hundred Thirty (130) Days of Accrued Basic Leave
 - (a) As of the end of each fiscal year, if a teacher's total basic leave, accrued that year in accordance with Subd. 1a or 1b above and carried forward from prior years, is between sixty-five (65) and one hundred thirty (130) days, then up to four days of unused, accrued basic leave from that fiscal year will be added to the total accrued basic leave carried forward from prior years.
 - (b) Any additional unused accrued basic leave days from the fiscal year to a maximum of eight (8) may be utilized as follows:
 - 1- The teacher may elect to have such days added to the total accrued basic leave carried forward from prior years, as in Subd. c. (2)(a) above.
 - 2- The teacher may elect to be reimbursed as salary for such days at a rate of \$57.50 per day for full-time teachers and \$28.75 per day for teachers regularly scheduled to work at least fourteen (14) hours per week, but less than thirty (30) hours per week. In no event will a teacher be reimbursed for more than eight (8) days per year.Such election will occur on a form provided by the Employer.
- (3) Teachers with more than 135 days of Basic Accrued Leave
 - (a) As of the end of a fiscal year, if a teacher's total basic leave in accordance with Subd. 1a or 1b above and carried forward from prior years, exceeds 130 days, then up to four days of unused, accrued basic leave from that fiscal year will be added to the total accrued basic leave carried forward from prior years.
 - (b) Additional unused basic leave accrued during that year, to a maximum of eight (8) days, shall be reimbursed as salary at a rate of \$57.50 per day for full-time teachers and \$28.75 per day for teachers regularly scheduled to work at least fourteen (14) hours per week but less than thirty (30) hours per week.

Language below replaces (2) and (3) above and is only applicable to 2019-21.

- (2) Teachers who have an accrued Basic Leave balance of at least 65 days at the conclusion of the 2019-2020 or 2020-2021 contracted years will have the opportunity to request reimbursement of \$150 per day based on the following criteria:
 - (a) Used 0-2 days of Basic Leave during the school year:
Up to 10 days reimbursement.
 - (b) Used 3-5 days of Basic Leave during the school year:
Up to 5 days reimbursement.

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

The employee may receive the compensation in the form of salary or a contribution to a currently established 403b/457 account. Any reimbursed days will be deducted from the Basic Leave balance. Any days not reimbursed will automatically be added to the total accrued Basic Leave carried forward.

A process for receiving reimbursement will be communicated before the end of the 2019-2020 school year.

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

Subd. 2 Sick Leave

a. **Use and Notification Requirements**

(1) Sick leave with pay shall be allowed by the Employer whenever a teacher's absence is due to an illness or physical disability of the teacher or the teacher's immediate family (spouse, or dependent child) which prevented the teacher's attendance at the teacher's place of work and performance of duties on that day or days. A dependent child means an individual under 18 years of age or an individual under 20 who is still attending secondary school.

(2) Use of sick leave with pay beyond what is defined in (1) will be available to the employee based on [M.S 181.9413](#).

(3) Teachers who will be absent due to personal or family illness or physical disability shall properly notify the Employer of said absence.

- b. Additional Sick Leave: The District shall provide additional sick leave for full-time teachers who have exhausted accumulated sick leave days prior to the commencement of long-term disability benefits. A teacher will become eligible for the additional sick leave days after the teacher has been continually disabled and unable to teach for 25 consecutive days as certified by a medical doctor. If the 25 consecutive days are not met due to a District-approved break in the school year, the days on break will count toward the 25 consecutive days, exclusive of any weekends and legal holidays. A teacher will be granted additional days of sick leave up to the number necessary to permit disability income benefits to become effective. Additional sick leave payments shall be retroactive to the day that regular sick leave payments expire

and shall continue only for a period during which the teacher remains continuously disabled and unable to work or the date the long-term disability benefits become effective, whichever comes first. Additional sick leave benefits shall cease in any event after the sixty-fifth (65) duty day of absence.

- c. The Employer may require a teacher to furnish a medical certificate from the School Health Officer or from a qualified physician as evidence of illness during an extended absence or as the result of an unusual or abnormal pattern of absences in order to qualify for sick leave pay. In the event a medical certificate is required, the teacher will be so advised.
 - (1) In individual cases, the Employer shall have the right to require that the employee be examined by a physician of the Employer's choice at the Employer's expense. In such cases, the medical conclusion of this doctor as to the beginning and ending of actual illness or physical disability shall be binding on the parties and conclusive as to the commencement and return dates of the teacher and the teacher's entitlement to sick pay under this Section, unless the teacher shall inform the Employer that the physician's statement is unacceptable within three (3) days of receipt of the physician's statement.
 - (2) In the event the teacher has submitted to such an examination, and the teacher has properly informed the Employer that the physician's statement is unacceptable to the teacher, the teacher shall select a physician competent in the field related to the teacher's illness or physical disability from a list of three (3) provided by the Employer. The examination shall be at a time and place designated by the Employer. The teacher shall be responsible for the physician's expense unless the physician's medical conclusions are essentially different from those of the Employer's physician, in which case the examination shall be at the expense of the Employer. Upon request, a copy of the report of the physician shall be furnished to the teacher, and the medical conclusions of this physician as to the beginning and ending of actual illness or physical disability shall be binding upon the parties and conclusive as to the commencement and return and any entitlement to sick pay under this Section.
- d. Sick leave allowed shall be deducted from the accrued basic leave earned by the teacher.
- e. Sick leave pay will be approved upon submission of the request through the electronic request system and subsequently authorized by the teacher's supervisor.
- f. No teacher shall be permitted to use more than sixty-five (65) days of the teacher's total accrued basic leave during any one period of absence.

Subd. 3 Personal Leave

a. Use and Notification Requirements

- (1) Upon request, a teacher scheduled to hold a position for a period of one hundred (100) or more working days in a school year, may utilize up to four (4) days per year of basic leave without salary deduction.

- (2) A teacher scheduled to hold a position for a period less than one hundred (100) working days in a school year, may utilize upon request up to one (1) day per year of basic leave without salary deduction.
- (3) Except in an emergency, there shall be three (3) days' notice to the principal of the request for personal leave pursuant to this subdivision.
- b. The number of leaves granted under this Section shall be limited to fifteen percent (15%) of the faculty in the teacher's building on any duty day. On days following or preceding holiday breaks no more than three per elementary building or 5% of any secondary building will be granted personal leave on the same day.
- c. Personal leave will not be granted during the last ten (10) days of the school year without special permission from the Superintendent or designee.
- d. One day of personal leave may be accrued up to one year if unused during the current school year.
- e. Leave pursuant to this subdivision shall not be used when other sections of this agreement make provision for the absence.

Subd. 4 Religious Leave

a. Use and Notification Requirements

- (1) Upon request, a teacher scheduled to hold a position for a period of one hundred (100) or more working days in a school year, may utilize up to two (2) days per year without deduction from their accrued basic leave.
- (2) A teacher scheduled to hold a position for a period less than one hundred (100) working days in a school year, may utilize up to one (1) day per year without deduction from the accrued basic leave.
- (3) Except in an emergency, there shall be three (3) days' notice to the principal of the request for religious leave pursuant to this subdivision.

Subd. 5 Family Illness Leave

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

Subd. 6 Bereavement Leave

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

Subd. 7 Notification of Basic Leave

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

Section B. Worker's Compensation

Subd. 1

A teacher who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the Employer will pay the teacher's regular rate of pay and the teacher will enter the days absent into their basic leave account. If the absence is more than three days, the worker's compensation insurance carrier will issue a check to the teacher for two-thirds of their salary for the lost time and the District will credit back two-thirds of the deduction from basic leave. The teacher will cash and keep the check from the worker's compensation insurance carrier and the District will deduct that amount from their paycheck.

Subd. 2

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

Subd. 3

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

Section C. Child Rearing Leave

Subd. 1

Child rearing leave of absences shall be available to teachers for a period of time, not to exceed twelve (12) calendar months, for the purpose of caring for a newborn infant or pre-school adopted child for which the applicant has the legal responsibility for the care and/or support of said child.

Such leave may be taken subsequent to birth of the teacher's child, or in the case of adoption, when the child is physically turned over to the teacher-parent.

Subd. 2

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

Subd. 3

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

Subd. 4

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

Subd. 5

The actual commencement date of child rearing leave shall be the date on which the teacher is no longer disabled due to childbirth and pregnancy related disability as determined by the physician; or, in the case of an adoption, the date when the child is physically turned over to the teacher-parent. The return date shall be twelve (12) calendar months following the actual commencement of the leave except as may be provided in Subd. 7.

Subd. 6

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

Subd. 7

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

Subd. 8

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

Subd. 9

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

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

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

Subd. 10

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

Subd. 11

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

Subd. 12

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

Section D. Adoption Leave

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

Section E. Jury Duty Leave

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

Section F. Professional Organization Leave

Subd. 1

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

Subd. 2

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

Subd. 3

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

Subd. 4

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

Subd. 5

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

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

Subd. 6

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

Section G. Sabbatical Leave

Subd. 1

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

Subd. 2

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

Subd. 3

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

Subd. 4

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

Subd. 5

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

Subd. 6

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

Subd. 7

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

Subd. 8

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

Subd. 9

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

Subd. 10

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

Subd. 11

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

Subd. 12

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

Subd. 13

- a. As an alternative to the sabbatical leave described in Subd. 1-12 above, the Employer may approve up to 0.5 FTE released time, at full pay plus expenses, for teacher-proposed projects which address priority in-District needs and concerns.
- b. If approved, 0.5 FTE released time for in-school sabbaticals shall be considered equivalent to and a replacement for the one full-year sabbatical provided for in Subd. 2 above.
- c. Subd. 3, 5, 6, 7, 8, 10, 11 and 12 above shall also apply to in-school sabbaticals.
- d. Any teacher may submit a proposal for an in-school sabbatical; however, priority consideration will be given to proposals submitted by staff members who have completed at least six (6) years of professional employment in the District.
- e. Activities included in an in-school sabbatical shall not apply toward lane advancement on the salary schedule.

Section H. Unrequested Leave

Subd. 1 – Seniority – Definitions and Rights

- a. Seniority is defined as length of continuous active service as a teacher with the District from the most recent date of employment as a regular full-time teacher [thirty (30) or more hours per week]. In order to accrue seniority under this Section, a teacher must have a continuing contract with the District pursuant to [M.S. 122A.40](#). Effective July 1, 1981, teachers awarded Substitute Teaching Contracts subject to [M.S. 122A.40](#) by virtue of [M.S. 122A.44](#) shall be eligible to accrue seniority during the term of such contract. Teachers shall not accrue seniority during their probationary period of employment as defined by [M.S. 122A.40](#). Upon completion of the probationary period, seniority shall then be credited to the teacher retroactive to the teacher's date of hire, pursuant to the provisions of this Section.
- b. Continuous active employment shall not be broken by any authorized leave of absence properly utilized according to the provisions of this Agreement. Teachers on authorized leave of absence shall retain the seniority acquired at the time the leave

was granted. However, there shall be no accrual of seniority credit while a teacher is on a leave of absence unless specifically so provided by the terms of the leave

- c. The following applies to full-time teachers:
 - (1) If the teacher completes either one full-quarter or at least 46 duty days, 0.25 seniority credit will be given.
 - (2) If the teacher completes either one full-quarter or at least 99 duty days, 0.5 seniority credit will be given.
 - (3) If the teacher completes more than one semester and at least 100 duty days, 1.0 seniority credit will be given.
- d. The following applies to part-time teachers:
 - (1) A regular part-time teacher working fewer than thirty (30) but more than fourteen (14) hours per week shall be credited with seniority at 1/2 of the amount a regular full-time teacher would have received during the same calendar period of service. This provision is to be applicable to part-time service rendered after July 1, 1979.
 - (2) A regular part-time teacher working fourteen (14) hours or fewer per week shall be credited with seniority at 1/3 the amount a regular full-time teacher would have received during the same calendar period of service. This provision is to be applicable to part-time service rendered after July 1, 1981.
 - (3) In crediting seniority for part-time teachers working fewer than thirty (30) hours but more than fourteen (14) hours per week, only increments of 0.25 year will be credited. Further, a part-time teacher must be employed in two (2) consecutive quarters in order to earn and have credited this 0.25 year seniority credit.
 - (4) In crediting seniority for part-time teachers working fourteen (14) hours or fewer per week, only increments of 0.33 year will be credited. Further, a part-time teacher must be employed four (4) consecutive quarters to earn and have credited this 0.33 seniority credit.
- e. Seniority shall be on a category basis as follows:
 - (1) On a District-wide basis for classroom teachers, grades kindergarten through six (6).
 - (2) On a District-wide basis within departmental areas, grades kindergarten through twelve (12).
 - (3) School nurses.
 - (4) Effective with the ratification date of this Agreement, seniority categories shall be added or deleted only after the Association has been given the opportunity to meet and confer to the categories to be added and/or deleted.
- f. Seniority and Transfers:
 - (1) A teacher who is voluntarily transferred to a different category may, at the discretion of the Employer, have total seniority transferred to the different category.

A teacher who is involuntarily transferred to a different category may elect to transfer total seniority to the different category.

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

Subd. 2 – Unrequested Leave Procedure

a. Reduction of Staff – Process

- (1) If it is necessary to reduce staff in the District because of discontinuance of position, lack of pupils, financial limitations, a merger of classes caused by consolidation of districts, such reduction will be affected by attrition to the extent that the Employer deems feasible. If additional reduction is necessary, the Employer will reduce staff utilizing seniority according to the provisions of this Section.
- (2) Continuing contract teachers: A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed.
- (3) In reducing staff the Employer where possible will completely eliminate the position of the least senior teacher in a seniority category before reducing or eliminating the position of the next more senior teacher. Provided the Employer will not be required to completely eliminate the position of the least senior teacher before making other reductions under the following circumstances:
 - (a.) when such action would result in a split assignment necessitating a teacher to travel daily between more than two (2) buildings;
 - (b.) when such action would result in noncompliance with federal or state law and/or regulations; or
 - (c.) when such action would result in a split assignment between two (2) buildings and the teaching schedules associated with the assignment would be overlapping, would not allow for sufficient travel time between buildings, or would result in the teacher's work day exceeding eight (8) hours.

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

- (4) The School District shall not be required to reassign or realign a senior teacher to a different subject matter category to accommodate the seniority claims of a junior teacher, nor shall the School District be required to assign a senior teacher to a substantially different grade level assignment to accommodate the seniority claims of a junior teacher.
- b. Reduction of Staff by Seniority
If it is necessary to reduce or eliminate positions in the District, teachers will be released within the categories as indicated in Section H, Subdivision 1e above in the reverse order of their seniority credit. In cases where two or more teachers have the same seniority credit, ties will be broken based on the following criteria in the order listed until the tie is broken.
- (1) The date the School Board approved the most recent employment. The earliest date of employment will be given priority.
 - (2) A teacher certified in a category with a major will be ranked over a teacher with a minor in the category.
 - (3) The teacher with the greatest number of years of teaching experience outside the District will be given priority.
 - (4) A decision by the Employer.
- c. Notice to Teachers
Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:
- (1) states the applicable grounds for the proposed placement;
 - (2) provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice;
 - (3) and provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action.
- d. Right to a Hearing and Decision:
If the teacher requests a hearing, the teacher proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing and to challenge the proposed placement pursuant to the grievance procedure as provided in this agreement commencing at the arbitration level.
- e. Recall Process
- (1) Teachers given unrequested leaves of absence will be given priority for positions which become available in the category from which they were released in the reverse order of their release.
 - (2) Any teacher on unrequested leave of absence who accepts a recall to a lesser position than the one held prior to placement on unrequested leave, shall be offered in order of category seniority any greater positions that become available

before the first workshop day at the start of the school year or during the year at the sole discretion of the Employer, until the teacher attains a position equal to that held before placement on unrequested leave.

f. Termination of Seniority Rights

All seniority rights will be terminated with no re-employment rights under the following circumstances:

(1) The employee resigns.

(2) The employee is discharged or terminated.

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

(4) The employee has been on unrequested leave for a period of time equal to the employee's category seniority at the time of the unrequested leave or five (5) years, whichever is less. Any teacher while on unrequested leave of absence shall be offered in order of category seniority and full-time substitute teacher contract in the teacher's seniority category covering at least one (1) full semester of the school year which becomes available fifteen (15) days prior to the first workshop day of the school year for the entire faculty.

g. Right to Refuse Recall: A teacher on unrequested leave of absence may refuse a recall to a position of less time than the one held prior to placement on unrequested leave, without jeopardizing the teacher's seniority and reemployment rights to future positions, provided that refusal of a recall to such lesser position than the one held prior to placement on unrequested leave of absence shall constitute a waiver, terminating the teacher's seniority and reemployment rights with respect to the waived position, until the waived position becomes vacant through termination, resignation, or reassignment of the position incumbent. Termination or reduction of an incumbent's position, and a rehiring of the incumbent, shall not create a vacancy.

h. Leaving of Bargaining Unit: Employees transferred from, or promoted out of, the bargaining unit shall retain the seniority they had acquired at the time of transfer or promotion for a period of two (2) years after which time all seniority credit acquired as a teacher shall become void.

i. Seniority Lists: On or before November 1 of each year the Employer shall post in each building distribute electronically a seniority list reflecting the seniority ranking and years of seniority of each teacher as of the preceding June 30. If any teacher believes a correction should be made in the seniority list, the teacher must file any such proposed correction in writing with the Employer representative designated on the posting by December 31 in the year of the posting. Failure of a teacher to file a

proposed correction by December 31 shall be deemed the acquiescence of that teacher to his/her seniority ranking and years of seniority through the preceding June 30.

- j. Insurance Fringe Benefits: Teachers on unrequested leave of absence will be permitted to purchase insurance fringe benefits to the extent permitted by the carriers involved.

Section I. Military Leave

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

Section J. Time Off for Public Office Meetings

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

Section K. Other Long and Short Term Leave

Subd. 1

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

Subd. 2

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

Subd. 3

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

Subd. 4

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

Subd. 5

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

Subd. 6

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

Subd. 7

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

Subd. 8

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

Subd. 9

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

Subd. 10

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

ARTICLE VII – BASIC SCHEDULES AND RATES OF PAY

Section A. Salary Schedule

Subd. 1

The wages and salaries reflected in Schedule "A" attached hereto shall be a part of the Agreement for the 2019-21 school years.

Subd. 2

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

Subd. 3

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

Section B. Initial Placement – **Not applicable to 2019-21. Please refer to the Memorandum of Understanding for 2019-21.**

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

Section C. Step Advancement for the 2019-21 School Years

Subd. 1

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

Subd. 2

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

Subd. 3

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

Subd. 4

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

Subd. 5

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

Section D. Lane Advancement

Subd. 1

- a. The compensation specified on individual teacher contracts for teachers previously placed on the salary schedule will reflect lane advancements as follows: teachers may advance to higher salary lanes by obtaining additional training, degrees and/or credits as approved by the Employer.
- b. Teachers working less than full-time, but more than fourteen (14) hours per week, shall be eligible for lane advancement as per this Section.
- c. Professional growth advances made on the salary schedule are governed by Section E of this Article.

Subd. 2

For the purposes of determining salary placement the definition of salary lanes shall be as follows as expanded or modified by Subd. 1, above:

- a. **Lane 1 (BA):** a teacher who holds a Bachelor's Degree with specific preparation in the field of teaching, and is properly certificated as such by the Minnesota Department of Children, Families and Learning.
- b. **Lane 2 (BA + 20):** a teacher who holds a Bachelor's Degree plus 20 semester credits of approved training appropriate to the area of the teacher's assigned responsibilities with the District.
- c. **Lane 3 (BA + 40):** a teacher who holds a Bachelor's Degree plus 40 semester credits of approved training appropriate to the area of the teacher's assigned responsibilities with the District.

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

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

- a. Prior Approval for Course Work is strongly recommended for Teachers
Even though it is not required, teachers should seek prior approval if they wish to make sure that the courses they are taking will be approved for salary advancement. An on-line form is used to obtain prior approval for course work.
- b. Master's Degree
Prior approval from the District is strongly recommended before a Master's Degree is begun to guarantee acceptance of the program by the District. An on-line form is used to obtain prior approval for course work.
- c. Documentation of Earned Credit
A copy of the transcript is recommended, an official grade slip is acceptable, and must reflect completed graduate credits with a grade of "C" or higher and be received by the Human Resources office by the following deadlines: October 1 (full salary increment), February 1 (one-half salary increment), and May 1 (one-fourth salary increment). The credits will be reviewed and approval will be determined by the District. Grade slips should be accumulated by the teacher and submitted on standard size paper at the time the teacher wishes to advance on the salary schedule.
- d. Career Change or Licensure Change
Course work primarily intended to prepare a teacher for another profession or licensure field or trade outside education will not be applied toward any lane change.
- e. Other Conditions
Persons attending conferences, conventions, seminars, etc. at District expense may not receive any credit for purposes of advancement on the salary schedule. Similarly, teachers may not receive credit toward advancement on the salary schedule for participation in District-sponsored workshops or in-service experiences offered during the regular work day or outside the work day on a stipend basis.

Subd. 5 Procedures to Facilitate an Appeal Process:

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

Teacher Appeal Process:

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

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

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

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

Section F. National Board Compensation

Teachers who have earned and currently hold certification from the National Board for Professional Teaching Standards will receive a stipend of \$1,000 annually in addition to base

salary. In addition, qualifying teachers are eligible to work up to an equivalent of ten (10) extra days at their daily rate of pay, determined by dividing the basic salary by 184, and multiplying by the number of days worked, in accordance with a plan approved by the District.

Section G. Certificate of Clinical Competence

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

ARTICLE VIII – INSURANCE FRINGE BENEFITS

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

Subd. 1

Each full-time teacher scheduled to hold a position for a period in excess of one hundred (100) working days in a school year will be allocated \$840 per month effective July 1, 2019 and \$880 per month effective July 1, 2020, for use in purchasing fringe benefits under this Article. Effective July 1, 2020, teachers electing Family VEBA coverage will receive an additional 10% of the fringe allocation per month for use in purchasing fringe benefits under this article. Said allocation will be made on a prorated basis each pay period. If a full-time teacher hired after September 15 accepts a full-time contract for the following school year before June 1, he or she shall receive monthly allocation through August.

Subd. 2

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

Subd. 3

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

Subd 4

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

Subd. 5

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

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

Subd. 6

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

Subd. 7

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

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

Subd. 1

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

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

Subd. 2

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

Subd. 3

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

Section C. Available Fringe Benefits for Full-time Teachers

Subd. 1. Hospital Medical Insurance

- a. A teacher shall be eligible to purchase hospitalization, medical and major medical insurance coverage if the teacher:
 - (1) is qualified under the terms of the policy;
 - (2) is on an approved leave of absence for medical purposes, not to exceed five (5) years; and
 - (3) has not terminated employment with the District.
- b. Individual coverage and family coverage shall be available for all teachers who are eligible for, and are enrolled in, the School District Group Health and Hospitalization Plan. Such plan shall contain the provisions of the policy in effect as of July 1, 2007, except as may be mutually agreeable between the parties. Administration of the plan will be consistent with the policies and procedures of the insurance carrier. The Employer will select the insurance carrier. To qualify for family coverage the teacher must have eligible dependents as defined by the insurance carrier and must make a request for such coverage on a form provided by the Employer.

Subd. 2 Life Insurance

- a. A \$100,000 principal sum life insurance policy which shall have a double indemnity provision in the case of accidental death shall be available for each full-time teacher. The principal sum benefits and the double indemnity benefits for any teachers age sixty-five (65) and over shall be the amount specified by the policy and may be lower than the amount specified herein. The administration of this plan will be consistent with the policies and procedures established by the insurance carrier. The Employer will select the insurance carrier.
- b. Teachers will have the option consistent with the policies and procedures of the insurance carrier, to purchase supplemental term life insurance in \$10,000 increments. The costs of any such Group Life Insurance shall be borne by the teacher and, to the extent such cost exceeds the monthly amount allocated to the teacher pursuant to Section A above, it shall be paid by payroll deduction while the teacher is receiving pay from the District.

Subd. 3 Income Protection Insurance

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

Subd. 4 Dental Insurance

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

ARTICLE IX – CAREER FINANCIAL PLANNING AND TRANSITION

Section A. Overview

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

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

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

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

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

Subd. 1

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

Subd. 2

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

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

Subd. 3

Defined Contribution CTT Plan District Matching Benefits

Option #1

YEARS OF SERVICE	BOARD MATCHING CONTRIBUTION	TOTAL DURING SERVICE BRACKET
0-1 years	N/A	N/A
2-3 years	N/A	
4 - 5 years	\$536 Match	\$1,072
6-10 years	\$804 Match	\$4,020
11-15 years	\$1,071 Match	\$5,355
16-20 years	\$1,607 Match	\$8,035
21-25 years	\$1,875 Match	\$9,375
26 + years	\$2,142 Match	

Section C. Insurance Benefits for Retirees

Subd. 1

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

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

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

Subd. 1 Purpose of Retirement Savings Plan:

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

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

YEARS OF SERVICE	BOARD MATCHING CONTRIBUTION	TOTAL DURING SERVICE BRACKET
1 year	No District Match	\$ 0
2 - 3 years	\$250	\$500
4 - 5 years	\$804	\$1,608
6 - 10 years	\$1,179	\$5,895
11 - 15 years	\$1,553	\$7,765
16 - 20 years	\$2,357	\$11,785
21 - 25 years	\$2,742	\$13,710
26 + years	\$3,160	

Section E. Administration of CTT Plan and Retirement Savings Plan

Subd. 1 Eligibility for CTT Plan or Retirement Savings Plan

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

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

Subd. 2 Wellness Payments

If permitted by Minnesota Statutes and IRS Code Section 457, the employee may choose to direct the District to deposit the Reimbursement for Unused Basic Leave (Wellness Payment), as defined in Article VI, Section A, Subd. (1) of the Master Agreement, into the TSA investment selected under either the CTT Plan or Retirement Savings Plan designated by the employee without match by the District.

Subd. 3 Benefits Cannot be Accumulated

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

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

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

Subd. 4 Definition – Years of Service

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

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

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

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

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

Subd. 6 District Contribution is Automatic

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

Subd. 7 Employee Participation in a TSA Program

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

American Funds-Capital Guard
Ameriprise (formerly IDS, American Express)
AXA Equitable Life
Common Wealth Annuity (formerly Kemper/Chase)
Great West
VOYA (formerly ING)
ESI Financial – Education MN
Vanguard

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

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

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

ARTICLE X – TEACHER TRANSFER

Section A. Definitions

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

Subd. 1 Position(s)

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

Subd. 2 Teaching Assignment

A teaching assignment includes the following:

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

Subd. 3 Teacher Transfer

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

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

Subd. 4 Voluntary

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

Subd. 5 Involuntary

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

Subd. 6 Vacancy

A vacancy exists under the following conditions:

- a. Any teaching assignment which results from the Employer creating or adding a position.
- b. An existing teaching assignment becomes vacant through a resignation, termination, or a leave of absence.

- c. When a transfer occurs to fill a vacancy created by a or b above, thus leaving the teaching assignment of the transferred teacher open, the District will determine if the vacancy is to be filled. An explanation will be made in a posting if a vacancy is not to be filled.

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

Subd. 7 Days

Days shall refer to calendar days.

Subd. 8 Schedule

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

Section B. Procedures

Subd. 1 Postings

- a. Openings that occur between January 1 and May 1 for the ensuing school year will be posted and subject to a six (6) working day transfer period. The six days will be inclusive of the day the position is posted. A teacher eligible for transfer must submit the transfer request (internal electronic application) by the end of the sixth (6) day to be considered for transfer.
- b. Openings occurring after May 1 and prior to July 1 will be posted and subject to a three (3) day transfer period. The three working days will be inclusive of the day the position is posted. A teacher eligible for transfer must submit the transfer request (internal electronic application) by the end of the third (3) day to be considered for transfer. (There will be no transfers after July 1).
 - (1) A brief job description and any additional duties or responsibilities;
 - (2) All criteria, required and preferred, to be used in making the selection for the position;
 - (3) Identification of the decision-maker(s);
 - (4) Specific job designation (job that will be available for the next year).

Subd. 2 Applications

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

- e. When an involuntary transfer is necessary, and two or more staff members are equally qualified using the posted criteria, the least senior in the area of license will be involuntarily transferred.

Subd. 3 Newly Hired Teachers

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

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

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

Subd. 5 Adjustment in Timelines

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

Subd. 6 Assignments

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

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

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

Section C. Release Time

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

Section D. Involuntary Transfer Limit

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

ARTICLE XI – PROGRESSIVE DISCIPLINE

Section A

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

Section B

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

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

ARTICLE XII – EARLY CHILDHOOD FAMILY EDUCATION

Section A. Relationship to Collective Bargaining Agreement

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

Subd. 1

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

Subd. 2

Article III (Teacher and Association Rights), Section K (Payment of Salary). The District will continue its current practice of salary payment to Early Childhood Family Education Teachers, with each paycheck reflecting hours worked during the previous pay period. If the District determines any changes necessary during the period of this contract the District agrees to first meet and confer with the Association.

Subd. 3 (Working Conditions)

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

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

Subd. 4

Prep Time:

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

Parent Teacher Conference time:

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

Back to School Workshop: (24 hours)

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

Staff Meetings: (15.5 hours)

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

Prep and Plan Time: (18 Hours)

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

Classroom Set Up and Tear Down: (8 hours)

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

Professional Learning Meetings/PLC's (14 hours)

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

Parent/Student Night (formerly Curriculum night)

1 hour/preschool class Teacher meet and greet

Assessment Data Entry: (6 Hours)

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

Subd. 5

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

Subd. 6

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

Subd. 7 Step Increases

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

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

- (3) Work at least 991 hours the previous three years without a step increase the previous two years.

Subd. 8

Article X (Teacher Transfer) is excluded.

Section B. ECFE Seniority

Subd 1

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

170-444 hours = 0.25 year

445-719 hours = 0.5 year

720-990 hours = 0.75 year

991+ hours = 1.0 year

Subd. 2

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

Subd. 3

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

Subd. 4

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

Subd. 5

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

Subd. 6

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

Subd. 7

Tie breakers:

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

Subd. 8

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

ARTICLE XIII - DURATION AND EFFECT

Section A. Duration

This Agreement shall remain in full force and effect for a period commencing on July 1, 2019, through June 30, 2021, and thereafter until modifications are made pursuant to the Public Employment Labor Relations Act of 1971 (as amended), provided there shall be no step advancement nor lane advancement by any teacher pursuant to Article VII, Sections C and D, after June 30, 2019, until a successor Master Agreement has been negotiated and ratified by both parties. If either party desires to modify or amend this Agreement to commence on July 1, 2019, it shall give written notice of such intent prior to the expiration date of this Agreement. Unless otherwise mutually agreed, the parties shall not commence negotiations before the March 1, preceding the expiration of this Agreement.

Section B. Effect

Subd. 1

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

Subd. 2

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

Section C. Meet and Confer

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

Subd. 1

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

Section D. Severability

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

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

For the MINNETONKA TEACHERS ASSOCIATION

Amitt
President

11.6.19
Date

Mike Cutshall
Teacher Negotiator

11/6/2019
Date

Spina L. Lab
Teacher Negotiator

11/6/2019
Date

J E D
Teacher Negotiator

11/6/2019
Date

For INDEPENDENT SCHOOL DISTRICT NO. 276

Liseg Wagner
Chairperson

11/15/2019
Date

[Signature]
Clerk

12 Nov 2019
Date

[Signature]
District Negotiator

11/06/2019
Date

Paul Boyer
District Negotiator

11/06/2019
Date

Schedule A
2019-2020 SALARY SCHEDULE

	BA	BA +20 Sem. (30 Qtr.)	BA +40 Sem. (60 Qtr.) MA/ALT	MA +20 Sem. (30 Qtr.)	MA +40 Sem. (60 Qtr.)	SPEC	PHD
<u>Step</u>	<u>Lane 1</u>	<u>Lane 2</u>	<u>Lane 3</u>	<u>Lane 4</u>	<u>Lane 5</u>	<u>Lane 6</u>	<u>Lane 7</u>
A	43,631	47,508	51,495	53,964	56,239	57,404	58,650
B	44,880	48,893	53,249	55,770	58,119	59,323	60,584
C	46,131	50,277	55,000	57,575	59,999	61,241	62,631
D	47,378	51,664	56,755	59,381	61,878	63,160	64,452
E	48,627	53,047	58,507	61,185	63,758	65,077	66,387
F	49,877	54,431	60,260	62,992	65,637	66,995	68,322
G	51,124	55,818	62,012	64,798	67,516	68,912	70,256
H	52,374	57,204	63,765	66,602	69,398	70,829	72,189
I	53,623	58,589	65,519	68,406	71,275	72,745	74,125
J	54,872	59,974	67,270	70,213	73,156	74,664	76,059
K	56,120	61,358	69,025	72,018	75,033	76,582	77,994
L	57,371	62,742	70,777	73,823	76,912	78,499	79,927
M	58,618	64,128	72,528	75,629	78,793	80,509	81,863
N	59,869	65,514	74,284	77,435	80,672	82,335	83,796
O	61,118	66,898	76,036	79,241	82,554	84,252	85,730
P	62,366	68,283	77,787	81,046	84,431	86,170	87,665
Q	63,615	69,667	79,540	82,850	86,311	88,087	89,599
R	64,862	71,051	81,295	84,654	88,189	90,005	91,534
S	66,112	72,438	83,047	86,460	90,069	91,922	93,468
T	67,362	73,823	84,800	88,268	91,950	93,841	95,403
U	68,610	75,209	86,552	90,071	93,827	95,758	97,337
V	69,859	76,594	88,304	91,877	95,708	97,676	99,271
W	71,109	77,978	90,058	93,684	97,586	99,592	101,206
X-Career	74,856	82,133	95,317	99,098	103,226	105,348	107,009

Schedule A
2020-2021 SALARY SCHEDULE

	BA	BA +20 Sem. (30 Qtr.)	BA +40 Sem. (60 Qtr.) MA/ALT	MA +20 Sem. (30 Qtr.)	MA +40 Sem. (60 Qtr.)	SPEC	PHD
<u>Step</u>	<u>Lane 1</u>	<u>Lane 2</u>	<u>Lane 3</u>	<u>Lane 4</u>	<u>Lane 5</u>	<u>Lane 6</u>	<u>Lane 7</u>
A	44,787	48,767	52,860	55,394	57,729	58,925	60,204
B	46,069	50,189	54,660	57,249	59,659	60,895	62,189
C	47,353	51,609	56,458	59,101	61,589	62,864	64,291
D	48,634	53,033	58,259	60,955	63,518	64,834	66,160
E	49,916	54,453	60,057	62,806	65,448	66,802	68,146
F	51,199	55,873	61,857	64,661	67,376	68,770	70,133
G	52,479	57,297	63,655	66,515	69,305	70,738	72,118
H	53,762	58,720	65,455	68,367	71,237	72,706	74,102
I	55,044	60,142	67,255	70,219	73,164	74,673	76,089
J	56,326	61,563	69,053	72,074	75,095	76,643	78,075
K	57,607	62,984	70,854	73,926	77,021	78,611	80,061
L	58,891	64,405	72,653	75,779	78,950	80,579	82,045
M	60,171	65,827	74,450	77,633	80,881	82,642	84,032
N	61,456	67,250	76,253	79,487	82,810	84,517	86,017
O	62,738	68,671	78,051	81,341	84,742	86,485	88,002
P	64,019	70,092	79,848	83,194	86,668	88,454	89,988
Q	65,301	71,513	81,648	85,046	88,598	90,421	91,973
R	66,581	72,934	83,449	86,897	90,526	92,390	93,960
S	67,864	74,358	85,248	88,751	92,456	94,358	95,945
T	69,147	75,779	87,047	90,607	94,387	96,328	97,931
U	70,428	77,202	88,846	92,458	96,313	98,296	99,916
V	71,710	78,624	90,644	94,312	98,244	100,264	101,902
W	72,993	80,044	92,445	96,167	100,172	102,231	103,888
X-Career	76,840	84,310	97,843	101,724	105,961	108,140	109,845

**Schedule B
CO-CURRICULAR SALARIES
2019-21**

I. Interscholastic Activities - General

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

YEARS	STEP	COMPENSATION LEVEL
1-3	1	Base contract amount found in Schedule B of master agreement for 2019-2021.
4-6	2	Base plus \$114 for and 2019-20 and 2020-21.
7 or more	3	Base plus \$230 for and 2019-20 and 2020-21.

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

II. Interscholastic Activities - Sports and Related Activities

- A. The head coach's stipend for each sport at the high school will be computed as a percentage of the base stipend according to the relationship of sports as provided in Section D. The stipends for the various coaches within a specific sport or activity are listed below.
- | | |
|------------------|---------------------------------|
| Head Coach | Percentage found in table below |
| 9-12 Asst. Coach | 72% of head coach salary |
| 7-8 Head Coach | 60% of high school head coach |
| 7-8 Asst. Coach | 45% of high school head coach |
- B. The basic stipend for 2019-20 is \$6,965 and 2020-21 is \$7,149.
- C. The positions of student activities coordinator at the 9-12 level and at the 6-8 level shall be paid an annual stipend equivalent to the base stipend.

Schedule B – CO-CURRICULAR SALARIES

2019 – 2020 Stipend

SPORT	%	HEAD COACH	9-12 ASST.	7-8 HEAD	7-8 ASST.
Basketball	100	6,965	5,015	4,179	3,134
Football	100	6,965	5,015	4,179	3,134
Hockey	100	6,965	5,015	4,179	3,134
Alpine/Nordic Skiing (Boys & Girls Combined)	93	6,477	4,664	3,886	2,915
Track	85	5,920	4,263	3,552	2,664
Volleyball	85	5,920	4,263	3,552	2,664
Soccer	85	5,920	4,263	3,552	2,664
Baseball	85	5,920	4,263	3,552	2,664
Softball	85	5,920	4,263	3,552	2,664
Gymnastics	85	5,920	4,263	3,552	2,664
Swimming	85	5,920	4,263	3,552	2,664
Wrestling	85	5,920	4,263	3,552	2,664
Tennis	72	5,015	3,611	3,009	2,257
Golf	72	5,015	3,611	3,009	2,257
Alpine Skiing	72	5,015	3,611	3,009	2,257
Nordic Skiing	72	5,015	3,611	3,009	2,257
CC Running	72	5,015	3,611	3,009	2,257
Cheerleading	72	5,015	3,611	3,009	2,257
Dance	72	5,015	3,611	3,009	2,257
Lacrosse	72	5,015	3,611	3,009	2,257

2020-2021 Stipend

SPORT	%	HEAD COACH	9-12 ASST.	7-8 HEAD	7-8 ASST.
Basketball	100	7,149	5,147	4,289	3,217
Football	100	7,149	5,147	4,289	3,217
Hockey	100	7,149	5,147	4,289	3,217
Alpine/Nordic Skiing (Boys & Girls Combined)	93	6,649	4,787	3,989	2,992
Track	85	6,077	4,375	3,646	2,734
Volleyball	85	6,077	4,375	3,646	2,734
Soccer	85	6,077	4,375	3,646	2,734
Baseball	85	6,077	4,375	3,646	2,734
Softball	85	6,077	4,375	3,646	2,734
Gymnastics	85	6,077	4,375	3,646	2,734
Swimming	85	6,077	4,375	3,646	2,734
Wrestling	85	6,077	4,375	3,646	2,734
Tennis	72	5,147	3,706	3,088	2,316
Golf	72	5,147	3,706	3,088	2,316
Alpine Skiing	72	5,147	3,706	3,088	2,316
Nordic Skiing	72	5,147	3,706	3,088	2,316
CC Running	72	5,147	3,706	3,088	2,316
Cheerleading	72	5,147	3,706	3,088	2,316
Dance	72	5,147	3,706	3,088	2,316
Lacrosse	72	5,147	3,706	3,088	2,316

Schedule C – Effective for the 2019-2021 School Year
OTHER CO-CURRICULAR SALARIES

- A. The stipend for each activity at the high school; (Grades 9-12) will be computed as a percentage of the base stipend according to the relationship of activities as provided in Table D below.
- B. The stipend for activities at Grade 6-8 will be 60% of the stipend for the comparable activity at the high school (Grade 9-12).
- C. The base stipend for 2019-20 is \$5,835 and 2020-21 is \$5,990.
- D. Relationship of Activities and Stipend Amounts.
- E. Any activity not listed in this Schedule and/or proposed changes to this Schedule requires agreement by the District and the MTA through Contract Administration prior to implementation.

SCHEDULE C - PART 1									
CATEGORY	ACTIVITY	LEVEL	19-20	LEVEL	19-20	LEVEL	20-21	LEVEL	20-21
1 (100%)		9-12	\$5,835	6-8	\$3,501	9-12	\$5,990	6-8	\$3,594
	Drama-Musical Director		\$5,835		\$3,501		\$5,990		\$3,594
	Student Government		\$5,835		\$3,501		\$5,990		\$3,594
2 (85%)		9-12	\$4,960	6-8	\$2,976	9-12	\$5,092	6-8	\$3,055
	DECA Advisor		\$4,960		\$2,976		\$5,092		\$3,055
	Newspaper Advisor		\$4,960		\$2,976		\$5,092		\$3,055
	Robotics Advisor		\$4,960		\$2,976		\$5,092		\$3,055
3 (70%)		9-12	\$4,085	6-8	\$2,451	9-12	\$4,193	6-8	\$2,516
	Backpack Tutoring Advisor		\$4,085		\$2,451		\$4,193		\$2,516
	Choral Chamber Singers Director		\$4,085		\$2,451		\$4,193		\$2,516
	Costume Design		\$4,085		\$2,451		\$4,193		\$2,516
	Drama-Play Director		\$4,085		\$2,451		\$4,193		\$2,516
	Marching Band Director		\$4,085		\$2,451		\$4,193		\$2,516
	Jazz Band Director		\$4,085		\$2,451		\$4,193		\$2,516
	Light and Sound Design		\$4,085		\$2,451		\$4,193		\$2,516
	Musical Pit Director		\$4,085		\$2,451		\$4,193		\$2,516
	Musical Vocal Director		\$4,085		\$2,451		\$4,193		\$2,516
	National Honor Society Advisor		\$4,085		\$2,451		\$4,193		\$2,516
	Set Design Builder		\$4,085		\$2,451		\$4,193		\$2,516
	Supermileage Advisor		\$4,085		\$2,451		\$4,193		\$2,516
	Yearbook Advisor		\$4,085		\$2,451		\$4,193		\$2,516
4 (50%)		9-12	\$2,918	6-8	\$1,751	9-12	\$2,995	6-8	\$1,797
	Assistant Play Director		\$2,918		\$1,751		\$2,995		\$1,797
	Coders Unite Club		\$2,918		\$1,751		\$2,995		\$1,797
	Debate Club Advisor		\$2,918		\$1,751		\$2,995		\$1,797
	Donna Voce Singers Director		\$2,918		\$1,751		\$2,995		\$1,797
	Field Biology Club Advisor		\$2,918		\$1,751		\$2,995		\$1,797
	Knowledge Bowl Advisor		\$2,918		\$1,751		\$2,995		\$1,797
	Math Team Advisor		\$2,918		\$1,751		\$2,995		\$1,797
	Model UN		\$2,918		\$1,751		\$2,995		\$1,797
	Science Fair Olympiad Advisor		\$2,918		\$1,751		\$2,995		\$1,797
	Student Gov Assistant Advisor		\$2,918		\$1,751		\$2,995		\$1,797
	Speech Advisor		\$2,918		\$1,751		\$2,995		\$1,797
	Quiz Bowl		\$2,918		\$1,751		\$2,995		\$1,797
	Technovation Club		\$2,918		\$1,751		\$2,995		\$1,797
	Winter Pep Band Director		\$2,918		\$1,751		\$2,995		\$1,797
	Woman of Color Advisor		\$2,918		\$1,751		\$2,995		\$1,797

Schedule C – Effective for the 2019-2021 School Year
OTHER CO-CURRICULAR SALARIES

SCHEDULE C - PART 2									
CATEGORY	ACTIVITY	LEVEL	19-20	LEVEL	19-20	LEVEL	20-21	LEVEL	20-21
5 (40%)		9-12	\$2,334	6-8	\$1,400	9-12	\$2,396	6-8	\$1,437
	Architectural Challenge Adv		\$2,334		\$1,400		\$2,396		\$1,437
	Art Club Advisor		\$2,334		\$1,400		\$2,396		\$1,437
	AV Communications		\$2,334		\$1,400		\$2,396		\$1,437
	9th Chamber Singers Director		\$2,334		\$1,400		\$2,396		\$1,437
	Choreographer		\$2,334		\$1,400		\$2,396		\$1,437
	Color Guard Director		\$2,334		\$1,400		\$2,396		\$1,437
	Costume Design One Act		\$2,334		\$1,400		\$2,396		\$1,437
	Debate Asst Advisor		\$2,334		\$1,400		\$2,396		\$1,437
	DECA Asst Advisor		\$2,334		\$1,400		\$2,396		\$1,437
	Destination Imagination Adv		\$2,334		\$1,400		\$2,396		\$1,437
	Drama One Act Advisor		\$2,334		\$1,400		\$2,396		\$1,437
	Drum Line Director		\$2,334		\$1,400		\$2,396		\$1,437
	Engineering Challenge Adv		\$2,334		\$1,400		\$2,396		\$1,437
	Field Bio Club Assistant Advisor		\$2,334		\$1,400		\$2,396		\$1,437
	Jazz Two Director		\$2,334		\$1,400		\$2,396		\$1,437
	Light Sound Designer		\$2,334		\$1,400		\$2,396		\$1,437
	Literary Magazine Advisor		\$2,334		\$1,400		\$2,396		\$1,437
	Middle Level Select Choir		\$2,334		\$1,400		\$2,396		\$1,437
	Mock Trial Advisor		\$2,334		\$1,400		\$2,396		\$1,437
	Performance Dance Coach		\$2,334		\$1,400		\$2,396		\$1,437
	Production Assistant		\$2,334		\$1,400		\$2,396		\$1,437
	Quiz Bowl - Assistant Advisor		\$2,334		\$1,400		\$2,396		\$1,437
	Robotics Asst Advisor		\$2,334		\$1,400		\$2,396		\$1,437
	Science Fair District Coord		\$2,334		\$1,400		\$2,396		\$1,437
	Science Fair MHS Advisor		\$2,334		\$1,400		\$2,396		\$1,437
	Set Designer Builder		\$2,334		\$1,400		\$2,396		\$1,437
	Speech Asst Advisor		\$2,334		\$1,400		\$2,396		\$1,437
	Spelling Bee District Coord		\$2,334		\$1,400		\$2,396		\$1,437
	Stage Manager		\$2,334		\$1,400		\$2,396		\$1,437
	Yearbook Assistant Advisor		\$2,334		\$1,400		\$2,396		\$1,437
	Video Production		\$2,334		\$1,400		\$2,396		\$1,437
6 (20%)		9-12	\$1,167	6-8	\$700	9-12	\$1,198	6-8	\$719
	Earth Club		\$1,167		\$700		\$1,198		\$719
	Math Team Asst Advisor		\$1,167		\$700		\$1,198		\$719
	Science Fair Asst Advisor		\$1,167		\$700		\$1,198		\$719
7 (\$500)	Non-Fee Based Clubs	9-12	\$500	6-8	\$300	9-12	\$500	6-8	\$300
	Academic Advisor		\$500		\$300		\$500		\$300
	Interact		\$500		\$300		\$500		\$300
	Legacy Advisor		\$500		\$300		\$500		\$300
	Spanish Club		\$500		\$300		\$500		\$300
	OFFENSE		\$500		\$300		\$500		\$300
	** Start-Up Clubs \$250**								

Schedule D
Effective for the 2019 - 2021 School Year
DEPARTMENT CHAIR STIPENDS

GROUP I – Eligible for 100% of Base Stipend \$4,386 in 2019-2020 and \$4,502 in 2020-2021.

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

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

GROUP II – Eligible for 85% of Base Stipend \$3,728 in 2019-20 and \$3,827 in 2020-21.

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

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

GROUP III – Eligible for 75% of Base Stipend \$3,290 in 2019-20 and \$3,377 in 2020-21

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

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

Schedule E
OTHER SALARIES

The 2019-2021 schedule shall be applicable to services rendered after ratification of the contract.

	<u>2019-20</u>	<u>2020-2021</u>
CURRICULUM WORK (per hour)	\$29.94	\$30.73
SUMMER SCHOOL (per hour)		
Team Leader	\$37.69	\$38.69
Teacher	\$29.89	\$30.68
OTHER SUPPLEMENTAL PAY: (per hour)		
After School Chinese and Spanish	\$37.69	\$38.69
Saturday School	\$29.94	\$30.73
Intramural Director 6-8	\$28.12	\$28.87
Intramural Director 9-12	\$28.12	\$28.87
Home Bound Tutor	\$27.29	\$28.01
Staff Development Stipends	\$25.42	\$26.09
Lunchroom Duty	\$12.08	\$12.40
OTHER SUPPLEMENTAL PAY: (annual)		
Chemical Hygiene Officer	\$1,555	\$1,596
International Studies	\$1,446	\$1,484
Innovation Coach	\$1,446	\$1,484
MUSICAL CONCERTS: (per performance)	\$154	\$158
Pre-approved Musical Concerts which extend beyond the curricular and co-curricular program.		
ELEMENTARY VOCAL MUSIC:		
Grade Level Choir Director	\$3,100	\$3,182
Grade Level Assistant Choir Director	\$2,200	\$2,258
Accompanist	\$2,200	\$2,258

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

Steps	<u>2019-2020</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2020-2021</u>
	BA+1 Licensures	BA+2 or MA Licensures	BA+1 Licensures	BA+2 or MA Licensures
1	\$27.33	\$28.42	\$30.33	\$31.54
2	\$30.13	\$31.34	\$32.15	\$33.44
3	\$31.94	\$33.22	\$34.08	\$35.44
4	\$33.85	\$35.21	\$36.12	\$37.57
5	\$35.55	\$36.97	\$37.93	\$39.45
6	\$37.32	\$38.82	\$39.83	\$41.42
Career 1 (7-10 yrs)	\$38.44	\$39.98	\$41.02	\$42.66
Career 2 (11-14 yrs)	\$39.21	\$40.78	\$41.84	\$43.52
Career 3 (More than 15+ years)	\$40.00	\$41.60	\$42.68	\$44.39

Schedule G
LICENSED SCHOOL NURSES SALARY SCHEUDLE

2019-2020 School Year
(Rates per hour)

	1	2	3	4	5	6	7	Career 1 8-10 yrs.	Career 2 11-14 yrs.	Career 3 More than 15+ yrs.
BA Nursing	\$31.10	\$32.22	\$33.64	\$34.75	\$35.82	\$38.36	\$39.82	\$41.35	\$42.11	\$42.90
MA Nursing	\$33.56	\$34.66	\$36.09	\$37.20	\$38.36	\$40.81	\$42.26	\$43.78	\$44.55	\$45.34

2020-2021 School Year
(Rates per hour)

	1	2	3	4	5	6	7	Career 1 8-10 yrs.	Career 2 11-14 yrs.	Career 3 More than 15+ yrs.
BA Nursing	\$31.93	\$33.08	\$34.53	\$35.67	\$36.77	\$39.38	\$40.87	\$42.44	\$43.22	\$44.03
MA Nursing	\$34.45	\$35.58	\$37.05	\$38.19	\$39.27	\$41.90	\$43.38	\$44.94	\$45.73	\$46.54

MINNETONKA PUBLIC SCHOOLS

5621 County Road 101
Minnetonka, MN 55345

TEACHER CONTRACT

The School Board of Minnetonka School District No. 276 of the State of Minnesota, Minnetonka, Minnesota enters into this agreement, pursuant to M.S. 125.12 as amended, with **NAME**, a legally qualified and certificated teacher who agrees to teach in the public schools of said district commencing the 2015-16 school year.

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

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

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

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

IN WITNESS WHEREOF, We have subscribed our signatures, this ____ day of _____, 201__.

MINNETONKA SCHOOL DISTRICT NO. 276

Teacher

School Board Chairperson

Date

School Board Clerk

MINNETONKA PUBLIC SCHOOLS

5621 County Road 101
Minnetonka, MN 55345

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

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

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

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

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

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

6. **Special Provisions:**

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

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

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

IN WITNESS WHEREOF, we have subscribed our signatures this ___ day of _____, 201__.

MINNETONKA INDEPENDENT SCHOOL DISTRICT NO. 276

Teacher

School Board Chairperson

Date

School Board Clerk

MINNETONKA PUBLIC SCHOOLS

5621 County Road 101
 Minnetonka, MN 55345

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have voluntarily entered into this agreement on the dates shown. This agreement shall not become effective unless and until it is approved by the School Board of District #276 and signed by both parties. We have subscribed our signatures this ___ day of _____, 201__.

MINNETONKA INDEPENDENT SCHOOL DISTRICT NO. 276

 Teacher

 School Board Chairperson

 Date

 School Board Clerk

MINNETONKA PUBLIC SCHOOLS

5621 County Road 101
Minnetonka, MN 55345

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have voluntarily entered into this agreement on the dates shown. This agreement shall not become effective unless and until it is approved by the School Board of District #276 and signed by both parties. We have subscribed our signatures this _____ day of _____, 2018.

MINNETONKA INDEPENDENT SCHOOL DISTRICT NO. 276

Teacher

School Board Chairperson

Date

School Board Clerk

Appendix -I-

MINNETONKA PUBLIC SCHOOLS 2019-20 CALENDAR - APPROVED		MINNETONKA PUBLIC SCHOOLS 2019-20 CALENDAR - APPROVED	
August, 2019 1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30 <i>Tea 3</i>	August 12-23 New Teacher Workshops (Tentative) 27-29 Teacher Workshop & Planning (K-12)	February, 2020 3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 <i>Stud 19 Tea 19</i>	February 14 Two-Hour Early Release K-12, Teacher Staff Dev 17 No School K-12/District Office Closed, President's Day
September, 2019 2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 <i>K:18 1-12:20 Tea 20</i>	September 2 No School K-12/District Office Closed, Labor Day 3 School Begins 1-12, Begin 1 st Quarter 3-4 Kindergarten Assessments 5 School Begins, Kindergarten 27 Two-Hour Early Release K-12; Teacher Staff Dev	March, 2020 2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 <i>Stud 18 Tea 21</i>	March 5 P/T Conferences 4pm-8pm 6 No School K-12; P/T Conferences 8am-4pm *4 additional hours of P/T Conferences to be scheduled by site the week of March 2 or March 9 26 End 3rd Quarter, 41 days 27 No School K-12, Planning and Grading/PLC 30-31 No School K-12, Spring Break
October, 2019 1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 31 <i>20 Stud 22 Tea</i>	October 10 P/T Conferences 4-8pm 11 No School K-12; P/T Conferences 8am-4pm *4 additional hours of P/T Conferences to be Scheduled by site the weeks of Oct. 7 and/or Oct. 14 17-18 No School K-12, Teacher Statewide Meetings	April, 2020 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 28 29 30 <i>18 Stud 18 Tea</i>	April 1-3 No School K-12, Spring Break 6 Begin 4 th Quarter 10 District Office Closed-No School K-12 27 Two-Hour Late Start K-12; Teacher Staff Development
November, 2019 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29 <i>18 Stud Tea 19</i>	November 1 Two-Hour Late Start K-12; Teacher Staff Development 7 End of 1 st Quarter; 45 days 8 No School K-12; Planning and Grading/PLC 11 Begin 2 nd Quarter 28-29 No School K-12/District Office Closed Thanksgiving Break	May, 2020 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29 <i>Stud 20 Tea 20</i>	May 25 No School K-12/District Office Closed Memorial Day
December, 2019 2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31 <i>Stud 15 Tea 15</i>	December 23-31 No School K-12, Winter Break 24-25 District Office Closed	June, 2020 1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 <i>7 Stud 8 Tea</i>	June 9 Last day of school K-12 9 End 4 th Qtr. 45 days, End 2 nd Semester 87 days 10 Full day teacher workshop
January, 2020 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31 <i>Stud 18 Tea 19</i>	January 1 District Office Closed, New Year's Day 1-3 No School K-12, Winter Break 20 No School K-12/District Office Closed; MLK, Jr. Day 24 End of 2 nd Qtr., 42 days, End 1 st Semester 86 days 27 No School K-12; Planning and Grading/PLC 28 Begin 3 rd Quarter, Begin 2 nd Semester	July, 2020 1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	Quarters Semester 1. 45 1. 87 2. 42 2. 86 3. 41 173 4. 45 173 Student Days: 173 (1-12) 171 (K) Staff Days: 184

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

MINNETONKA PUBLIC SCHOOLS 2020-21 CALENDAR - APPROVED		MINNETONKA PUBLIC SCHOOLS 2020-21 CALENDAR - APPROVED	
August, 2020 3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31 <i>Tea 0</i>	August 17-28 New Teacher Workshops (Tentative)	February, 2021 1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 <i>Stud 19 Tea 19</i>	February 12 Two-Hour Early Release K-12, Teacher Staff Dev 15 No School K-12/District Office Closed, President's Day
September, 2020 1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 <i>K:15 1-12:17 Tea 20</i>	September 1-3 Teacher Workshop & Planning (K-12) 7 No School K-12/District Office Closed, Labor Day 8 School Begins 1-12, Begin 1 st Quarter 8-9 Kindergarten Assessments 10 School Begins, Kindergarten	March, 2021 1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31 <i>Stud 19 Tea 21</i>	March 4 P/T Conferences 4pm-8pm 5 No School K-12; P/T Conferences 8am-4pm *4 additional hours of P/T Conferences to be scheduled by site the week of March 1 or March 8 26 End 3rd Quarter, 42 days 29-31 No School K-12, Spring Break
October, 2020 1 2 3 4 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30 <i>19 Stud 21 Tea</i>	October 2 Two-Hour Early Release K-12; Teacher Staff Dev 15-16 No School K-12, Teacher Statewide Meetings 22 P/T Conferences 4-8pm 23 No School K-12; P/T Conferences 8am-4pm *4 additional hours of P/T Conferences to be Scheduled by site the weeks of Oct. 19 and/or Oct. 26	April, 2021 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30 <i>19 Stud 20 Tea</i>	April 1-2 No School K-12, Spring Break 2 District Office Closed-No School K-12 5 No School K-12, Planning and Grading/PLC 6 Begin 4 th Quarter 26 Two-Hour Late Start K-12; Teacher Staff Development
November, 2020 2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 <i>18 Stud Tea 19</i>	November 12 End of 1 st Quarter; 45 days 13 No School K-12; Planning and Grading/PLC 16 Begin 2 nd Quarter 26-27 No School K-12/District Office Closed Thanksgiving Break	May, 2021 3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31 <i>Stud 20 Tea 20</i>	May 31 No School K-12/District Office Closed Memorial Day
December, 2020 1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 31 <i>Stud 17 Tea 17</i>	December 24-31 No School K-12, Winter Break 24-25 District Office Closed	June, 2021 1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 <i>7 Stud 8 Tea</i>	June 9 Last day of school K-12 9 End 4 th Qtr. 46 days, End 2 nd Semester 88 days 10 Full day teacher workshop
January, 2021 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29 <i>Stud 18 Tea 19</i>	January 1 District Office Closed, New Year's Day 1 No School K-12, Winter Break 18 No School K-12/District Office Closed; MLK, Jr. Day 22 End of 2 nd Qtr., 40 days, End 1 st Semester 85 days 25 No School K-12; Planning and Grading/PLC 26 Begin 3 rd Quarter, Begin 2 nd Semester	July, 2021 1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	Quarters Semester 1. 45 1. 85 2. 40 2. 88 3. 42 173 4. 46 173 Student Days: 173 (1-12) 171 (K) Staff Days: 184

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

MEMORANDUMS OF UNDERSTANDING

The parties agree that all MOU's expire on June 30, 2021.

MEMORANDUM OF UNDERSTANDING

Initial Placement on the Salary Schedule – Article VII, Section B
2019-21

During the 2019-2021 contract, the District will notify the MTA President of any decision to place a teacher on the salary schedule on a step that is not commensurate with what would be considered the traditional years of teaching experience. The District will provide the rationale for these decisions to the MTA. The District and the MTA will track these decisions and provide the data during the 2021-2023 negotiations.

MEMORANDUM OF UNDERSTANDING

Teacher Transfer – Article X

Right to interview: Teachers with five (5) or more years of experience in the District who apply for a posted teaching position for which they are licensed shall be granted an interview. The right to this interview will be limited to one per school year.

MEMORANDUM OF UNDERSTANDING

Grading and Planning Days (1st and 3rd Quarter) Data Collection

During the 2019-2020 school year, data will be collected regarding the use of grading and planning days at the end of quarters 1 and 3. The data will then be used by a committee made up of equal representation of MTA members (appointed by the President) and District administration. The committee will meet in the fall of 2020 to formulate a recommendation which will be presented to the 2021-2023 negotiations committee regarding the structure of grading and planning days at the end of quarters 1 and 3.

Data collection during the 2019-2020 school year will include the following:

1. Pre-survey within 2 weeks prior to 1st and 3rd quarter grading and planning days.
2. Observation during the grading and planning days.
3. Post survey within 2 weeks after the 1st and 3rd quarter grading and planning days.

MEMORANDUM OF UNDERSTANDING

Staff and Student Safety

2019-21

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

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

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

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

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

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

Subdivision 7. Any staff member wishing to utilize any subdivision within this MOU should contact the Executive Director of Human Resources.

TOSA Positions

2019-21

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

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

MEMORANDUM OF UNDERSTANDING

K-12 Parent Teacher Conference Preparation Time

2019-21

In an effort to support the needs of teachers in preparing for parent teacher conferences the following adjustment will be made to the parent teacher conference schedule for 2019-20 and 2020-21.

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

MEMORANDUM OF UNDERSTANDING

“0” Hour/MAST Agreement

2019-21

1. In weeks with five (5) full student contact days, each MHS Department will have two scheduled “0” hours for the purpose of meeting with students to support academic needs. In weeks with fewer than five (5) full student contact days, each MHS Department will have one scheduled “0” hour for the purpose of meeting with students to support academic needs. This schedule will be developed by the building administration with feedback from the staff before the start of the school year. The schedule will be designed to ensure equal distribution of academic support among the high demand academic areas. All teachers within the scheduled departments will be available on those days to support students.
2. At MHS, MAST will occur one morning per week for 40 minutes, currently scheduled from 7:55-8:35. This is a targeted service program for students who have been identified as needing additional support. A system for inviting and tracking students has been created and will continue.
3. At MHS, teachers who have no identified students should use it as drop in time, review time or other identified student support activities. All teachers will be available in their classrooms during this time to support the needs of students.
4. At MHS, Wednesdays during “0” hour are designed for staff meetings, PLC meetings and/or other staff and team meetings as needed.
5. At MHS, on the “0” hour days which are teacher directed, the staff will use these days to meet the needs of MAST prep work, team meetings, classroom preparation or other needs as determined by individual teachers.
6. At MME and MMW, time designated as MAST will be supervisory in nature, rather than instructional.

MEMORANDUM OF UNDERSTANDING

Online Teaching

2019-2020

The following guidelines will be used for 2019-20 school years in the implementation of Tonka On-Line.

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

Compensation:

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

1. For Tonka Online courses taught during the normal school year (18 or more students) a teacher will be compensated based on the course being part of their normal teaching assignment or on an overload based on Article V, Section B, Subd. 5.
2. Tonka Online teachers will not be required to be on campus during the portion of their workday that is dedicated to teaching online sections.
3. For Tonka Online courses that are undersubscribed (less than 18 students) the teacher will have the option of teaching the semester course for \$225/student. This course will not be considered part of a regular teaching assignment. The student count will not exceed 17 unless mutually agreed upon between the teacher and the administrator.
4. If there are no qualified teachers willing to teach the Tonka Online Course, the District can elect to cancel the course or secure qualified instructors through the traditional open posting process.
5. Summer Tonka Online teachers will be compensated based on the per student rate of \$225/student.
6. Due to the unique nature of online Physical Education, PE courses are offered at a lower cost to families and therefore will be compensated at a lower rate of pay at \$135/student.

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

This agreement constitutes the conditions under which _____ agrees to teach an online course and the compensation will be paid based on the criteria described below. Once the enrollment in this course reaches eighteen (18) students (during the school year) the payment will be based on the teacher's individual rate of pay as defined by the salary schedule in the Master Agreement.

1. I agree to teach the online course titled _____.
2. The period of time for this course will be _____.
3. The rate of pay will be \$225/student for all courses other than physical education which will be paid at a rate of \$135/student.
4. Your initial student count will be based on the number of students who have enrolled and paid their fee prior to the first day of the course.
5. Your student count will be adjusted halfway through the course for any students who have joined during the first half.
6. Your student count at the beginning of the course can range anywhere between 1 and 17. The initial student count at the start of the course will not be reduced. The total student count will not exceed 17 unless mutually agreed upon between the teacher and administrator.

Online Administrator _____ **Date** _____

Teacher _____ **Date** _____

Online Teaching
2020-2021

The following guidelines will be used for 2020-2021 school years in the implementation of Tonka On-Line.

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

Compensation:

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

1. For Tonka Online courses taught during the normal school year (18 or more students) a teacher will be compensated based on the course being part of their normal teaching assignment or on an overload based on Article V, Section B, Subd. 5.
2. Tonka Online teachers will not be required to be on campus during the portion of their workday that is dedicated to teaching online sections.
3. For Tonka Online courses that are undersubscribed (less than 18 students) the teacher will have the option of teaching the semester course for \$235/student. This course will not be considered part of a regular teaching assignment. The student count will not exceed 17 unless mutually agreed upon between the teacher and the administrator.
4. If there are no qualified teachers willing to teach the Tonka Online Course, the District can elect to cancel the course or secure qualified instructors through the traditional open posting process.
5. Summer Tonka Online teachers will be compensated based on the per student rate of \$235/student.
6. Due to the unique nature of online Physical Education, PE courses are offered at a lower cost to families and therefore will be compensated at a lower rate of pay at \$145/student.

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

(Effective summer 2020)

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

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

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

3. The rate of pay will be \$235/student for all courses other than physical education which will be paid at a rate \$145/student.
4. As a Tonka Online instructor, I understand that my initial student count will be based on the number of students who have enrolled and paid their fee on the first day of the course. Students may be added to your count during the first two weeks of the course, but not after. Teacher will receive full compensation for added students.
5. As a Tonka Online instructor, I understand that my student count will be adjusted halfway through the course for any students who have joined or have been removed during the drop window, which is 2 weeks during the summer and 4 weeks during the school year. Instructors will receive 50% compensation for students who drop within the drop window, up to a maximum of 5 drops or 25% of initial enrollment, whichever is fewer.
6. As a Tonka Online instructor, I understand that prior to the start of the term the enrollment for this course may fluctuate
7. Number of students initially enrolled in course. (Enrollment on day #1 of the Course).
8. Pay will be divided into two payments, 50% when the term starts, and 50% at the end of the term.

Teacher Signature

Administrator Signature

Date

Date

MEMORANDUM OF UNDERSTANDING

Late Start/Early Release Days

For the 2019-2020 and 2020-2021 school year the District agrees to have two additional late start or early release days (total of 4) on the calendar for the purpose of providing more time for teachers to meet individual needs through various options which may include things such as staff development and/or teacher collaboration.

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

MEMORANDUM OF UNDERSTANDING

Schedule D for the 2019-2021 Contract

1. The committee that studied Schedule D will reconvene to accomplish the following tasks:
 - a. Working within the Schedule D structure that the committee created for the 2019-2021 contract negotiations, the committee will create job descriptions for department chair positions at every level.
 - b. These job descriptions will be created for various eventualities, such as stipend paid positions and/or FTE positions. The job descriptions should be created so that the responsibilities align with the compensation and/or time allotted.
 - c. In addition, the committee will make recommendations about placement in regards to % of base stipend for each department chair position.
 - d. These positions will be considered for the 2021-2023 contract negotiations.
 - e. Compensation: The MTA members who participate will receive a stipend of \$30/hour for work completed outside of the normal work-day. The maximum number of hours to be compensated is 15.
2. During the 2019-2021 contract period, Schedule D will be implemented in the following ways:
 - a. There will continue to be three (3) groups eligible for 75%, 85%, and 100% of the base stipend. These groups will remain the same as in the 2017-2019 agreement, with the exception of the remedied errors.
 - b. The base stipend will increase at the negotiated rate of salary increase.
 - c. For departments at the secondary level of more than 20 teachers (where release time is not being allocated for these responsibilities), there will be two department chair positions each receiving the full stipend allocated for their group. These additional positions will be posted as soon as the contract is ratified, and should be filled by a second person in a timely manner.