

MASTER AGREEMENT

MINNETONKA PUBLIC SCHOOLS
(Independent District #276)

and the

MINNETONKA TEACHERS ASSOCIATION

July 1, 2015, through June 30, 2017

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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 and the Minnetonka Teachers Association, hereinafter referred to as the Association, 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 DEFINITIONS

Section A. 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 Minnesota Department of Education 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: shall mean any teacher listed in Section A above whose normal work week is thirty (30) hours or more.

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

Section D. 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: means Minnetonka Public School District No. 276, its school board, and its designated administrative staff.

Section F. Association: means the Minnetonka Teachers Association.

Section G. Other Terms: Terms not defined 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 governmental agencies. Any provision of this Agreement found to be in violation of such laws, rules, regulations, directives or orders shall be null and void 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 substitute 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 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 substitute contract subject to the provisions of M.S. 122A.40. All other substitute teachers employed by the District shall have an individual 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

A letter of contract renewal shall be sent to each teacher annually as per M.S. 125A.40, as amended. A copy of the form of this letter is appended to this 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) electronic copies of the Master Agreement following ratification.

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

Deductions will continue unless terminated by the teacher by giving thirty (30) calendar days written notice to the Employer with a copy to the Association to stop deductions. 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.

Subd. 3

The Employer, upon notification by the Association on a form provided by the Employer, shall check off the requested Fair Share Fee from the earnings of teachers in the bargaining unit and send the same to the Association in accordance with Minnesota Statutes 179A.06, Subd 3.

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 a teacher);

Subd. 3 – Working Files

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

- 1) The teacher must be notified of the existence of the file.
- 2) Teachers may review the complete contents of any "working file" upon request and may make copies of any contents.
- 3) Materials found to be false or inaccurate must be removed from the "working file."
- 4) 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, Minn. Stat. Sec. 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 Minnetonka Teachers Association shall have access to the premises of the Employer at reasonable times for Association business, provided reasonable advance notice is given to the principal or the principal's designated representative, and provided the representative does not disrupt normal school activities including, but not limited to, not talking to employees during times when assigned to classroom instruction or other supervisory duties, or when the employee is in the presence of students.

Section K. Payment of Salary 2015-17

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 pay checks for the summer months on the first pay date following the end of the student school calendar year and prior to June 30th.
- 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 two 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 30th.
- c. Twenty-six (26) installments – one twenty sixth (1/26) of the contract salary to be paid in equal installments throughout the fiscal year.

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

Subd. 4 W-2 Forms

W-2 forms shall be 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 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, Minn. Stat. Sec. 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 at 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 five (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 Employer 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 - Arbitration

- 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 panel of arbitrators received from the Bureau.
- c. The arbitrator shall not have the power to add to, subtract from, or to 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 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 six non-school days:

Labor Day	President's Day
Thanksgiving Day	Good Friday
The day following Thanksgiving Day	Memorial 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 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 \$250 after successful attendance and completion of the pre-service training program.

In addition, teachers new to the District may be required to attend 18 additional hours of training and support outside the duty day during the first year of employment. After successful attendance and completion of the 18 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, teachers 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

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.

In addition, 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.

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 of \$28.14 for 2015-16 and \$28.70 for 2016-17 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. (This section does not apply to teachers covering during prep period-refer to Subd. 3 a, and b for covering during prep period).
- 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-quarter (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.

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 members 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 of \$35.00 per hour for 2015-16 and 2016-17, 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 rate of \$35.00 per hour for 2015-17.

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

Whereas the Independent Study Program at Minnetonka High School is currently an extension of the ALC program; and whereas some classes are advertised and offered for a quarter or a semester;

- 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.

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 approved rate per mile shall become effective for mileage incurred commencing the month the new rate is announced.

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

ARTICLE VI
LEAVES OF ABSENCE

Section A. Basic Leave

Subd. 1 Basic Leave Allowance, Reimbursement and Uses

- a. At the beginning of each school year all full-time teachers will be credited with twelve (12) days of basic leave. Such basic leave shall be termed "accrued" basic leave. In the event a full-time teacher terminates employment with the District prior to the end of a school year, it is agreed that the teacher will reimburse the District for any basic leave taken during that school year in excess of the sum of the teacher's accrued

basic leave carried forward from prior years plus the amount of basic leave the teacher would have accrued monthly on a proportionate basis to the whole school year. In such event the teacher will authorize the District to deduct the excess from the teacher's final check.

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

c. Reimbursement for Unused Basic Leave.

(1) Teachers with Less Than Sixty-Five (65) Days of Accrued Basic Leave

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

(2) Teachers 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 One Hundred Thirty 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.
- d. Basic leave may be used as sick leave, personal leave, serious illness leave, and religious leave as described in Subd. 2, 3, and 5 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 [Minnesota Statute 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 duty days as certified by a medical doctor. 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) day's 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 10 days of the school year without special permission from the Superintendent or designee.
- d. One day of personal leave may be accrued for 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 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 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. Up to one (1) day may be allowed in case of serious illness of any other relative or close friend.
- c. 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 death leave on an annual basis for attendance at the funeral of a current school District employee, without deduction from the accrued basic leave earned by the 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.

Section B. Workers' 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

A deduction may be made from the teacher's accumulated sick leave accrual time.

Subd. 3

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

Subd. 4

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.

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 0.6 FTE reassignment to the Association president. The reassignment can be modified to a 0.4 FTE by mutual consent.
- b. The Association shall reimburse the District on a monthly basis for the actual cost of salary up to Lane 1, Step G and benefits attributable to the reassignment.
- c. That during the period of reassignment, the employee shall be subject to Article XI and shall accrue seniority and other benefits as though the employee were on the underlying contract without the reassignment.
- d. The Association president shall meet at least twice a month with the Superintendent or Assistant Superintendent to enhance communications 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

- a. 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 effected 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.
- b. 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:
 - (1) when such action would result in a split assignment necessitating a teacher to travel daily between more than two (2) buildings;
 - (2) when such action would result in non-compliance with federal or state law and/or regulations; or
 - (3) when such action would result in a split assignment between two (2) buildings and the teaching schedules associate 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 days per year regardless of that teacher's seniority standing. If it is necessary to reduce a more senior teacher, the Association will be notified.
- c. 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.

Subd. 2

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.

Subd. 3

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.

Subd. 4

The following applies to full-time teachers:

- a. If the teacher completes either one full quarter or at least 46 duty days, 0.25 seniority credit will be given.
- b. If the teacher completes either one full semester or at least 99 duty days, 0.5 seniority credit will be given.
- c. If the teacher completes more than one semester and at least 100 duty days, 1.0 seniority credit will be given.

Subd. 5

The following applies to part-time teachers:

- a. A regular part-time teacher working less 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.
- b. A regular part-time teacher working fourteen (14) hours or less 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.
- c. In crediting seniority for part-time teachers working less 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.
- d. In crediting seniority for part-time teachers working fourteen (14) hours or less 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.

Subd. 6

Seniority shall be on a category basis as follows:

- a. On a District-wide basis for classroom teachers, grades kindergarten through six (6).
- b. On a District-wide basis within departmental areas, grades kindergarten through twelve (12).
- c. School nurses;
- d. 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 on the categories to be added and/or deleted.

Subd. 7

- a. 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.
- b. 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 Subd. 5 (d) 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 Subd. 5 (d) 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. 8

The following programs, for the purposes of this Section, are considered to be extensions of the teacher's normal departmental assignment and teachers assigned to such programs will continue to accrue seniority within their department:

- a. Mini-School
- b. Work Study

Subd. 9

If it is necessary to reduce or eliminate positions in the District, teachers will be released within the categories as indicated in Subd. 5 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:

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

Subd. 10

- a. 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.
- b. 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.

Subd. 11

All seniority rights will be terminated with no reemployment rights under the following circumstances:

- a. The employee resigns.
- b. The employee is discharged or terminated.
- c. The employee does not signify intent by certified or registered mail to return to work from an unrequested leave of absence 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.
- d. 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.

Subd. 12

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.

Subd. 13

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.

Subd. 14

On or before November 1 of each year the Employer shall post in each building a seniority list reflecting the seniority ranking and years of seniority of each teacher as of the preceding June 30th. 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 31st in the year of the posting. Failure of a teacher to file a proposed correction by December 31st shall be deemed the acquiescence of that teacher to his/her seniority ranking and years of seniority through the preceding June 30th.

Subd. 15

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. (Minn. Stat. § 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 2015-17 school years.

Subd. 2

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

Subd. 3

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

Section B. Initial Placement

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

Section C. Step Advancement for 2015-17 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

Commencing July 1, 1974, 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. This provision to apply to service rendered after July 1, 1974, 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. Commencing July 1, 1974, 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 + 30):** a teacher who holds a Bachelor's Degree plus 30 quarter credits of approved training appropriate to the area of the teacher's assigned responsibilities with the District.
- c. **Lane 3 (BA + 60):** a teacher who holds a Bachelor's Degree plus 60 quarter credits of approved training appropriate to the area of the teacher's assigned responsibilities with the District.
- d. **Lane 3 (MA or Alternate):** a teacher who holds a Bachelor's Degree and has completed a planned course of advanced study as approved by the Employer. The course of advanced study may be either a Master's Degree Program or an Alternate Program approved by the Employer prior to October 14, 1987.
 - (1) **Master's Degree Program:** a teacher who has completed the Master's Degree at a college or university accredited by NCATE, provided such work is completed in an area appropriate to the teacher's assigned responsibilities with the District.

- (2) **Alternate Program:** a teacher who has selected and completed a program in place of the Master's Degree Program above provided that no Alternate Program will be approved by the Employer after October 14, 1987.
- e. **Lane 4:** a teacher who has completed 30 quarter credits beyond the MA. This is the maximum lane for a teacher who has accepted an Alternate to the Master's Degree.
- f. **Lane 5:** a teacher who has completed 60 quarter credits beyond the MA. This is the maximum lane a teacher with a Master's Degree can attain without special permission from the Employer.
- g. **Lane 6:** a teacher who has received special permission from the Employer for, and has attained, the Specialist Degree in the field approved.
- h. **Lane 7 (Ph.D.):** this lane may be achieved by a teacher who has received special permission from the Employer for, and has attained, the Doctorate Degree in the field approved.

Subd. 3

Teachers who have completed the required work for a lane change shall have their salaries amended upon written request to the Assistant Superintendent for Human Resources as follows:

- a. Full salary increment - if requested prior to **October 1**
- b. Half salary increment - if requested prior to **February 1**
- c. Quarter salary increment - if requested prior to **May 1**

Subd. 4

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

Section E. Professional Growth Process and Procedures

Subd. 1 Responsibility for career growth:

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

Subd. 2 Relicensure:

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

Subd. 3 Professional growth advancement on the salary schedule:

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

- a. **Informal Program**
The District may approve teacher applications for up to a maximum of 60 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 provided that the course work is directly related to the teaching assignment. Teachers who were authorized to complete an Alternate to the Master's Degree prior to October 1987, must complete their proposal by 1997 or lose their option to do so. Teachers who have completed an Alternate to the Master's Degree will advance to Lane 3 and may continue to take graduate courses and advance through Lanes 3 and 4. Lane 4 is the maximum lane they may obtain. Credits earned must be directly related and may include curriculum, instruction, education, and related fields of concentration typically found in an accredited graduate program.
- 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 Optional for Teachers**
It is strongly recommended that teachers seek prior approval if they wish to make sure that the courses they are taking will be approved for salary advancement. Form 303-A 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 Form 333-A is used to obtain prior approval.
- 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 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 \$735 per month effective July 1, 2015 and \$760 per month effective July 1, 2016, 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 15th 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 be afforded the opportunity, consistent with the policies and requirements of the insurance carrier, to purchase one additional \$50,000 principal sum life insurance policy which shall have a double indemnity provision in the case of accidental death, subject to such limitations and rates as may be established by the carrier for the entire group. The cost of any such additional

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 that in effect on July 1, 2007, shall be available and paid for by each full-time teacher on an after tax basis. Any income in excess of \$50,000 per year will not be insured during the 2015-2017 school years. Beginning July 1, 2007, the level of benefits shall be calculated based on the employee's base salary. Such income protection insurance benefits for teachers age sixty-five (65) and over may be modified as 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 insurance carrier. The Employer will select the insurance carrier.

Subd. 4 - Dental Insurance

Dental insurance equivalent to that in effect on July 1, 2007, shall be available for each full-time teacher. The administration of this plan will be consistent with the policies and procedures established by the insurance carrier. The cost of any such Group Dental 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.

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, three exclusive options are offered as follows:

Option #1: (Closed – employees made a one-time election) Severance payment and health insurance benefit: A severance payment is available only to teachers born prior July 1, 1950. This benefit was retained in 1993 for a fifteen-year period to bridge the transition of all employees from a defined benefit severance plan to a defined contribution CTT Plan and will terminate July 1, 2008.

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

Option #2: 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 #3: Retirement Savings Plan: All employees who made the one-time election, or began employment on or after July 1, 2005, are limited to Option #3. 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 #2 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

YEARS OF SERVICE	BOARD MATCHING CONTRIBUTION	TOTAL DURING SERVICE BRACKET
0-3 years	No District match	\$ 0
4 - 5 yrs.	\$510 Match	\$ 1,020
6-10 yrs.	\$765 Match	\$ 3,825
11-15 yrs.	\$1,020 Match	\$ 5,100
16-20 yrs.	\$1,530 Match	\$ 7,650
21-25 yrs.	\$1,785 Match	\$ 8,925
26 + yrs.	\$ 2,040 Match	
Life Time Maximum District Contribution		\$ 36,720

Section C. Insurance Benefits for Retirees

Subd. 1

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

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

Section D: 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	VEBA	TOTAL DURING SERVICE BRACKET
0-3 years	No District match	\$ 0
4 - 5 yrs.	\$765	\$1,530
6-10 yrs.	\$1,122	\$5,610
11-15 yrs.	\$1,479	\$7,395
16-20 yrs.	\$2,244	\$11,220
21-25 yrs.	\$2,611	\$13,055
26 + yrs.	\$3,009	
Life Time Maximum District Contribution		\$53,855

Section E. Administration of CTT Plan and Retirement Savings Plan:

Subd. 1 Eligibility for CTT Plan or Retirement Savings Plan:

Employees working 75 percent 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 Payment

If permitted by Minnesota Statutes and IRS Code Section 457, the employee may choose to direct the District to deposit the Reimbursement for Unused Sick 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. 8 Days

Days shall refer to calendar days.

Subd. 9 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 – Round 1

On March 15 (or the first following duty day when March 15 is a non-duty day) the District will post individual postings of all open positions for the following school year for five (5) duty days at designated areas in all instructional sites and the District Service Center. Each posting will include the following information:

- a. A brief job description and any additional duties or responsibilities;
- b. All criteria, required and preferred, to be used in making the selection for the position;
- c. Identification of the decision-maker(s);
- d. Specific job designation (job that will be available for the next year).

Subd. 2 Applications – Round 1

Applicants must submit a written application addressing the criteria for each position for which they want to be considered.

- a. Within two (2) duty days following the deadline for applications the District will contact the applicant to confirm the request for transfer. Interviews may be scheduled by mutual agreement.
- b. 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.
- c. On or before April 15 all applicants will be informed of the outcome of their transfer request(s). 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.
- d. If an interview takes place, no formal evaluation will be used as part of the interview.

Subd. 3 Postings – Round II

The second round of postings will take place on or before April 16 (or the first following duty day when April 16th is a non-duty day) and follow the process outlined in Round 1.

Subd. 4 Applications – Round II

The application process will be the same as Round I with the following additions:

- a. Staff overages not resolved through voluntary transfers in Round I will be addressed in Round II as involuntary transfers.
- b. All staff in over-staffed areas will be considered for all open positions for which they meet required criteria.
- c. 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.
- d. April 30 will be the date for notification of outcomes.

Subd. 5 Round III

If Round III is required it will follow the process outlined in Round II using May 1st and May 15th as the beginning and ending dates.

Subd. 6 Additional Openings

Additional openings will follow the process of Round I with the following modifications:

- a. Openings occurring after May 1 and before the beginning of the next school year will be treated as vacancies under the definition in Section A, Subd. 6. If the District does not post the vacancy, the administration shall inform the Association of the vacancy and reasons for not posting.
- b. Openings occurring during the school year will be posted for three (3) duty days using the electronic posting system. Any vacancy filled externally during the current school year will be temporarily assigned until the next transfer process beginning March 15 of that school year.
- c. Openings occurring during the school year will be posted for three (3) duty days at designated sites and the District Service Center.

Subd. 7 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. 8 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. 9 Adjustment in Timelines

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

Subd. 10 Assignments

The District will notify continuing contract teachers of their assignment for the upcoming year by June 1. If it is not possible to notify continuing teachers by June 1, 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.

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.
- 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.
- 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: (Maximum of 36 hours)

Parent teacher conference time/curriculum night will be allocated based on 12 hours for each 3's/4's and 4's/5's class. Parent teacher conference time/curriculum night will be allocated on 9.34 hours for each 2's/3's class.

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.

Staff Development Meetings/PLC's (12 hours)

Staff Development and PLC time will be allocated on 12 hours for the year. There are three (3) required 2-hour PLC's at the end of Quarters 1-3 and two Late Start/Early Releases distributed throughout the year.

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:

1. First day of service
2. Date of hire
3. 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, 2015, through June 30, 2017, 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, 2015, 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, 2015, 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. 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 D. Severability

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

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

For the MINNETONKA TEACHERS ASSOCIATION

For the MINNETONKA PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. 276

May Benson
President

Charles Karan
Chairman

[Signature]
Teacher Negotiator

[Signature]
Clerk

[Signature]
Teacher Negotiator

[Signature]
District Negotiator

[Signature]
Teacher Negotiator

[Signature]
District Negotiator

[Signature]
District Negotiator

Dated this 1st day of October, 2015

Dated this 1st day of October, 2015

SCHEDULE A

2015-16 Salary Schedule

			BA+60				
	BA	BA+30	MA/ALT	MA+30	MA+60	SPEC	PHD
Step	Lane 1	Lane 2	Lane 3	Lane 4	Lane 5	Lane 6	Lane 7
A	39,213	42,732	46,352	48,593	50,658	51,716	52,846
B	40,347	43,989	47,943	50,232	52,365	53,457	54,602
C	41,482	45,245	49,533	51,871	54,071	55,198	56,460
D	42,615	46,504	51,125	53,510	55,777	56,939	58,114
E	43,749	47,761	52,717	55,147	57,483	58,680	59,870
F	44,882	49,017	54,307	56,787	59,189	60,421	61,626
G	46,015	50,275	55,898	58,426	60,894	62,162	63,381
H	47,150	51,533	57,489	60,065	62,602	63,901	65,136
I	48,283	52,790	59,081	61,703	64,306	65,641	66,893
J	49,417	54,048	60,671	63,342	66,014	67,382	68,649
K	50,550	55,305	62,264	64,981	67,718	69,124	70,406
L	51,685	56,561	63,854	66,620	69,424	70,864	72,161
M	52,818	57,819	65,444	68,259	71,131	72,605	73,918
N	53,952	59,077	67,037	69,898	72,836	74,346	75,673
O	55,086	60,333	68,627	71,537	74,544	76,086	77,428
P	56,220	61,591	70,218	73,175	76,248	77,827	79,184
Q	57,353	62,847	71,809	74,813	77,955	79,568	80,940
R	58,486	64,104	73,401	76,452	79,660	81,308	82,696
S	59,620	65,363	74,992	78,091	81,367	83,049	84,452
T	60,754	66,620	76,583	79,731	83,074	84,790	86,208
U	61,888	67,877	78,174	81,369	84,778	86,530	87,964
V	63,022	69,135	79,764	83,008	86,485	88,271	89,719
W	64,155	70,391	81,356	84,647	88,190	90,011	91,475
X-Career	67,557	74,163	86,129	89,563	93,309	95,235	96,742

SCHEDULE A

2016-17 Salary Schedule

			BA+60				
	BA	BA+30	MA/ALT	MA+30	MA+60	SPEC	PHD
Step	Lane 1	Lane 2	Lane 3	Lane 4	Lane 5	Lane 6	Lane 7
A	40,397	43,987	47,679	49,965	52,071	53,150	54,303
B	41,554	45,269	49,302	51,637	53,812	54,926	56,094
C	42,712	46,550	50,924	53,308	55,552	56,702	57,989
D	43,867	47,834	52,548	54,980	57,293	58,478	59,676
E	45,024	49,116	54,171	56,650	59,033	60,254	61,467
F	46,180	50,397	55,793	58,323	60,773	62,029	63,259
G	47,335	51,681	57,416	59,995	62,512	63,805	65,049
H	48,493	52,964	59,039	61,666	64,254	65,579	66,839
I	49,649	54,246	60,663	63,337	65,992	67,354	68,631
J	50,805	55,529	62,284	65,009	67,734	69,130	70,422
K	51,961	56,811	63,909	66,681	69,472	70,906	72,214
L	53,119	58,092	65,531	68,352	71,212	72,681	74,004
M	54,274	59,375	67,153	70,024	72,954	74,457	75,796
N	55,431	60,659	68,778	71,696	74,693	76,233	77,586
O	56,588	61,940	70,400	73,368	76,435	78,008	79,377
P	57,744	63,223	72,022	75,039	78,173	79,784	81,168
Q	58,900	64,504	73,645	76,709	79,914	81,559	82,959
R	60,056	65,786	75,269	78,381	81,653	83,334	84,750
S	61,212	67,070	76,892	80,053	83,394	85,110	86,541
T	62,369	68,352	78,515	81,726	85,135	86,886	88,332
U	63,526	69,635	80,137	83,396	86,874	88,661	90,123
V	64,682	70,918	81,759	85,068	88,615	90,436	91,913
W	65,838	72,199	83,383	86,740	90,354	92,211	93,705
X-Career	69,308	76,046	88,252	91,754	95,575	97,540	99,077

**Schedule B
CO-CURRICULAR SALARIES
2015-17**

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 2015-2017.
4-6	2	Base plus \$114 for and 2015-16 and 2016-17.
7 or more	3	Base plus \$230 for and 2015-16 and 2016-17.

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 2015-16 is \$6,354 and 2016-17 is \$6,449.
- 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.

D. Relationship of Sports and Stipend Amounts

2015-16 Stipend

SPORT	%	HEAD COACH	9-12 ASST.	7-8 HEAD	7-8 ASST.
Basketball	100	6,354	4,575	3,812	2,859
Football	100	6,354	4,575	3,812	2,859
Hockey	100	6,354	4,575	3,812	2,859
Alpine/Nordic Skiing (Boys & Girls Combined)	93	5,909	4,255	3,545	2,659
Track	85	5,401	3,889	3,240	2,430
Volleyball	85	5,401	3,889	3,240	2,430
Soccer	85	5,401	3,889	3,240	2,430
Baseball	85	5,401	3,889	3,240	2,430
Softball	85	5,401	3,889	3,240	2,430
Gymnastics	85	5,401	3,889	3,240	2,430
Swimming	85	5,401	3,889	3,240	2,430
Wrestling	85	5,401	3,889	3,240	2,430
Tennis	72	4,575	3,294	2,745	2,058
Golf	72	4,575	3,294	2,745	2,058
Alpine Skiing	72	4,575	3,294	2,745	2,058
Nordic Skiing	72	4,575	3,294	2,745	2,058
CC Running	72	4,575	3,294	2,745	2,058
Cheerleading	72	4,575	3,294	2,745	2,058
Dance	72	4,575	3,294	2,745	2,058
Lacrosse	72	4,575	3,294	2,745	2,058

2016-17 Stipend

SPORT	%	HEAD COACH	9-12 ASST.	7-8 HEAD	7-8 ASST.
Basketball	100	6,449	4,643	3,878	2,903
Football	100	6,449	4,643	3,878	2,903
Hockey	100	6,449	4,643	3,878	2,903
Alpine/Nordic Skiing (Boys & Girls Combined)	93	5,998	4,318	3,607	2,700
Track	85	5,482	3,947	3,290	2,467
Volleyball	85	5,482	3,947	3,290	2,467
Soccer	85	5,482	3,947	3,290	2,467
Baseball	85	5,482	3,947	3,290	2,467
Softball	85	5,482	3,947	3,290	2,467
Gymnastics	85	5,482	3,947	3,290	2,467
Swimming	85	5,482	3,947	3,290	2,467
Wrestling	85	5,482	3,889	3,290	2,467
Tennis	72	4,643	3,343	2,786	2,090
Golf	72	4,643	3,343	2,786	2,090
Alpine Skiing	72	4,643	3,343	2,786	2,090
Nordic Skiing	72	4,643	3,343	2,786	2,090
CC Running	72	4,643	3,343	2,786	2,090
Cheerleading	72	4,643	3,343	2,786	2,090
Dance	72	4,643	3,343	2,786	2,090
Lacrosse	72	4,643	3,343	2,786	2,090

Schedule C
EFFECTIVE FOR THE
2015-17 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 (grades 9-12).
- C. The base stipend for 2015-16 is \$5,323 and 2016-17 is \$5,402.
- D. Relationship of Activities and Stipend Amounts

CATEGORY	ACTIVITY	LEVEL	15-16	LEVEL	15-16	LEVEL	16-17	LEVEL	16-17
1 (100%)	Drama – Musical Director	9-12	5,323	6-8	3,194	9-12	5,402	6-8	3,241
	Student Government	9-12	5,323	6-8	3,194	9-12	5,402	6-8	3,241
2 (70 %)	Choral – Chamber Singers Director	9-12	3,726	6-8	2,236	9-12	3,781	6-8	2,269
	Costume Design	9-12	3,726	6-8	2,236	9-12	3,781	6-8	2,269
	Debate Advisor	9-12	3,726	6-8	2,236	9-12	3,781	6-8	2,269
	Drama – Play Director	9-12	3,726	6-8	2,236	9-12	3,781	6-8	2,269
	Marching Band Director	9-12	3,726	6-8	2,236	9-12	3,781	6-8	2,269
	Field Biology Club Advisor	9-12	3,726	6-8	2,236	9-12	3,781	6-8	2,269
	Jazz Band Director	9-12	3,726	6-8	2,236	9-12	3,781	6-8	2,269
	Light and Sound Design	9-12	3,726	6-8	2,236	9-12	3,781	6-8	2,269
	Musical – Pit Director	9-12	3,726	6-8	2,236	9-12	3,781	6-8	2,269
	Musical – Vocal Director	9-12	3,726	6-8	2,236	9-12	3,781	6-8	2,269
	National Honor Society Advisor	9-12	3,726	6-8	2,236	9-12	3,781	6-8	2,269
	Newspaper Advisor	9-12	3,726	6-8	2,236	9-12	3,781	6-8	2,269
	Robotics Advisor	9-12	3,726	6-8	2,236	9-12	3,781	6-8	2,269
	Set Design Builder	9-12	3,726	6-8	2,236	9-12	3,781	6-8	2,269
	Speech Advisor	9-12	3,726	6-8	2,236	9-12	3,781	6-8	2,269
	Supermileage Advisor	9-12	3,726	6-8	2,236	9-12	3,781	6-8	2,269
Yearbook Advisor	9-12	3,726	6-8	2,236	9-12	3,781	6-8	2,269	
3 (50%)	Assistant Play Director	9-12	2,662	6-8	1,597	9-12	2,701	6-8	1,621
	Donna Voce Singers Director	9-12	2,662	6-8	1,597	9-12	2,701	6-8	1,621
	Knowledge Bowl Advisor	9-12	2,662	6-8	1,597	9-12	2,701	6-8	1,621
	Quiz Bowl	9-12	2,662	6-8	1,597	9-12	2,701	6-8	1,621
	Winter Pep Band Director	9-12	2,662	6-8	1,597	9-12	2,701	6-8	1,621
4 (40%)	Architectural Challenge Advisor	9-12	2,129	6-8	1,278	9-12	2,161	6-8	1,297
	AV Communications	9-12	2,129	6-8	1,278	9-12	2,161	6-8	1,297
	Choral-9th Chamber Singers Director	9	2,129	6-8	1,278	9	2,161	6-8	1,297
	Choreographer	9-12	2,129	6-8	1,278	9-12	2,161	6-8	1,297
	Color Guard Director	9-12	2,129		1,278	9-12	2,161		
	Costume Designer	9-12	2,129	6-8	1,278	9-12	2,161	6-8	1,297
	Debate – Assistant Advisor	9-12	2,129	6-8	1,278	9-12	2,161	6-8	1,297
	DECA Advisor	9-12	2,129		1,278	9-12	2,161		
	Destination Imagination Advisor	9-12	2,129	6-8	1,278	9-12	2,161	6-8	1,297
	Drama – One Acts Advisor	9-12	2,129	6-8	1,278	9-12	2,161	6-8	1,297
	Drum Line Director	9-12	2,129		1,278	9-12	2,161		
	Engineering Challenge Advisor	9-12	2,129	6-8	1,278	9-12	2,161	6-8	1,297
	Jazz Two Director	9-12	2,129	6-8	1,278	9-12	2,161	6-8	1,297
	Light/Sound Designer	9-12	2,129	6-8	1,278	9-12	2,161	6-8	1,297
	Literary Magazine Advisor	9-12	2,129	6-8	1,278	9-12	2,161	6-8	1,297
	Math Team Advisor	9-12	2,129	6-8	1,278	9-12	2,161	6-8	1,297
	Mock Trial Advisor	9-12	2,129	6-8	1,278	9-12	2,161	6-8	1,297
	Production Assistant	9-12	2,129	6-8	1,278	9-12	2,161	6-8	1,297
	Quiz Bowl – Assistant Advisor	9-12	2,129	6-8	1,278	9-12	2,161	6-8	1,297
	Science Fair – District Coord.	9-12	2,129			9-12	2,161		
	Science Fair – MHS Advisor	9-12	2,129			9-12	2,161		
	Science Fair – Olympiad Advisor	9-12	2,129	6-8	1,278	9-12	2,161	6-8	1,297
	Set Designer/Builder	9-12	2,129	6-8	1,278	9-12	2,161	6-8	1,297
	Speech Assistant Advisor	9-12	2,129	6-8	1,278	9-12	2,161	6-8	1,297
	Spelling Bee – District Coord.		2,129	5-8	1,278			5-8	
	Stage Manager	9-12	2,129	6-8	1,278	9-12	2,161	6-8	1,297
Student Government Asst. Advisor	9-12	2,129	6-8	1,278	9-12	2,161	6-8	1,297	
Video Production	9-12	2,129	6-8	1,278	9-12	2,161	6-8	1,297	

Schedule D
EFFECTIVE FOR THE 2015-17 SCHOOL YEAR
DEPARTMENT CHAIRPERSON STIPENDS

GROUP I - Eligible for 100% of Base Stipend \$4,001.00 in 2015-16 and \$4,061.00 in 2016-17.

Health	K-5
Language Arts	K-5
Language Arts	9-12
Language Immersion	K-8
Mathematics	K-5
Mathematics	9-12
Media/Technology	K-12
Reading/Basic Skills	K-5
Science.....	K-5
Science.....	9-12
Social Studies	K-5
Social Studies	9-12

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

GROUP II - Eligible for 85% of Base Stipend \$3,398.00 in 2015-16 and \$3,448 in 2016-17.

ELL.....	Pre K-12
Language Arts	6-8
Mathematics	6-8
Science.....	6-8
Social Studies	6-8
Special Education.....	K-12
World Language	6-12

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

GROUP III - Eligible for 75% of Base Stipend \$3,001 in 2015-16 and \$3,046 in 2016-17.

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

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

**Schedule E
OTHER SALARIES**

The 2015-16 schedule shall be applicable to services rendered after August 31, 2015

	<u>2015-16</u>	<u>2016-17</u>
Curriculum Work (per hour)	\$27.31	\$27.72
Driver Training (rates per hour)		
Behind the Wheel	\$18.01	\$18.28
Classroom	\$25.28	\$25.66
International Studies (Annual Stipend)	\$1,319.50	\$1,339.30
Innovation Coach (Annual Stipend)	\$1,319.50	\$1,339.30
Intramural Director (rates per hour)		
Grades 6-8	\$25.65	\$26.03
Grades 9-12	\$25.65	\$26.03
Summer School (rates per hour)		
Team Leader	\$34.38	\$34.90
Teacher	\$27.27	\$27.68
Supplemental/Homebound (per hour)	\$24.90	\$25.27
Lunchroom Duty (per lunch period)	\$11.02	\$11.19
In-Service Stipend (per hour)	\$23.18	\$23.53

Schedule F

EARLY CHILDHOOD FAMILY EDUCATION SALARY SCHEDULE

(Rates per hour)

STEPS	2015-16 BA + 1 LICENSURE	2015-16 BA + 2 LICENSURE	2016-17 BA + 1 LICENSURE	2016-17 BA + 2 LICENSURE
1	\$22.03	\$23.88	\$22.03	\$23.88
2	\$24.70	\$25.69	\$24.70	\$25.69
3	\$26.60	\$27.29	\$26.60	\$27.29
4	\$28.41	\$29.47	\$28.41	\$29.47
5	\$30.21	\$31.32	\$30.21	\$31.32
6	\$32.74	\$33.95	\$32.74	\$33.95
Career 1 (8-10 yrs)	\$33.35	\$34.59	\$33.35	\$34.59
Career 2 (11-14 yrs)	\$33.99	\$35.24	\$33.99	\$35.24
Career 3 (More than 14 years)	\$34.63	\$35.91	\$34.63	\$35.91

Schedule G

LICENSED SCHOOL NURSES SALARY SCHEDULE

2015-16 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 14 yrs
BA Nursing	\$27.44	\$28.42	\$29.68	\$30.65	\$31.60	\$33.84	\$35.13	\$36.47	\$37.15	\$37.84
MA Nursing	\$29.60	\$30.58	\$31.84	\$32.81	\$33.75	\$36.00	\$37.28	\$38.62	\$39.30	\$40.00

2016-17 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 14 yrs
BA Nursing	\$27.44	\$28.42	\$29.68	\$30.65	\$31.60	\$33.84	\$35.13	\$36.47	\$37.15	\$37.84
MA Nursing	\$29.60	\$30.58	\$31.84	\$32.81	\$33.75	\$36.00	\$37.28	\$38.62	\$39.30	\$40.00

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.
($\$XXXXX.00 \times 1.0 \text{ FTE} \times 184/184 \text{ duty days}$)

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.
($\$XX.XXX.00 \times 1.0 \text{ FTE} \times XX/184 \text{ days}$)

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

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

MINNETONKA INDEPENDENT SCHOOL DISTRICT NO. 276

Teacher

School Board Chairperson

Date

School Board Clerk

August, 2015					MINNETONKA PUBLIC SCHOOLS 2015-16 CALENDAR – RECOMMENDED CALENDAR					February, 2016				
3	4	5	6	7	August					February				
10	11	12	13	14	17-19	New Immersion Teacher Academy (Tentative)				12	Early Release K-12, Teacher Staff Development			
17	18	19	20	21	20-28	New Teacher Workshops (Tentative)				15	No School K-12/District Office Closed; President's Day			
24	25	26	27	28						25	P/T Conferences 4pm-8pm			
31	<i>Tea 0</i>									26	No School K-12; P/T Conferences 8am-4pm			
September, 2015					September					March				
1	2	3	4		1-3	Teacher Workshop & Planning (K-12)				*4 additional hours of P/T Conferences to be scheduled by site the week of February 22 nd				
8	9	10	11		7	No School K-12/District Office Closed, Labor Day				March				
14	15	16	17	18	8	School Begins 1-12, Begin 1 st Quarter				24	End 3rd Quarter, 41 days			
21	22	23	24	25	8-9	Kindergarten Assessments				25	No School K-12/District Office Closed			
28	29	30			10	School Begins, Kindergarten				28-31	No School K-12, Spring Break			
<i>K:15 1-12:17 Tea 20</i>					October					April				
October, 2015					15-16	No School K-12, Teacher Statewide Meetings				1 No School K-12; Spring Break				
			1	2	19	Two-Hour Late Start K-12; Teacher Staff Development				4 No School K-12, Planning and Grading/PLC				
5	6	7	8	9	22	P/T Conferences 4-8pm				5 Begin 4 th Quarter				
12	13	14	15	16	23	No School K-12; P/T Conferences 8am-4pm								
19	20	21	22	23	*4 additional hours of P/T Conferences to be Scheduled by site the weeks of Oct.19 and/or Oct. 26									
26	27	28	29	30						May				
<i>19 Stud 21 Tea</i>					November					June				
November, 2015					6	End of 1 st Quarter; 41 days				9 Last day of school K-12				
2	3	4	5	6	9	No School K-12; Planning and Grading/PLC				9 End 4 th Qtr. 47 days, End 2 nd Semester 88 days				
9	10	11	12	13	10	Begin 2 nd Quarter				10 Full day teacher workshop				
16	17	18	19	20	26-27	No School K-12/District Office Closed								
23	24	25	26	27	Thanksgiving Break									
30	<i>18 Stud Tea 19</i>				December					July, 2016				
December, 2015					24-31	No School K-12, Winter Break				1				
	1	2	3	4	24-25	District Office Closed				1 2 3				
7	8	9	10	11						6 7 8 9 10				
14	15	16	17	18						13 14 15 16 17				
21	22	23	24	25						20 21 22 23 24				
28	29	30	31		<i>Stud 17 Tea 17</i>					27 28 29 30				
January, 2016					January					<i>Stud 7 Tea 8</i>				
				1	1	District Office Closed, New Year's Day				July, 2016				
4	5	6	7	8	1	No School K-12, Winter Break				1				
11	12	13	14	15	18	No School K-12/District Office Closed; MLK, Jr. Day				4 5 6 7 8				
18	19	20	21	22	22	End of 2 nd Qtr., 44 days, End 1 st Semester 85 days				11 12 13 14 15				
25	26	27	28	29	25	No School K-12; Planning and Grading/PLC				18 19 20 21 22				
<i>Stud 18 Tea 19</i>					26	Begin 3 rd Quarter, Begin 2 nd Semester				25 26 27 28 29				
										Student Days: 173 (1-12) 171 (K)				
										Staff Days: 184				

MINNETONKA PUBLIC SCHOOLS

2016-17 CALENDAR – RECOMMENDED

August, 2016				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
<i>Tea 2</i>				
September, 2016				
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
<i>K:17 1-12:19 Tea 20</i>				
October, 2016				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				
<i>18 Stud 20 Tea</i>				
November, 2016				
1	2	3	4	
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		
<i>19 Stud Tea 20</i>				
December, 2016				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
<i>Stud 16 Tea 16</i>				
January, 2017				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
<i>Stud 19 Tea 20</i>				

August
 15-26 New Teacher Workshops (Tentative)
 30-31 Teacher Workshop & Planning (K-12)

September
 1 Teacher Workshop & Planning (K-12)
 5 No School K-12/District Office Closed, Labor Day
 6 School Begins 1-12, Begin 1st Quarter
 6-7 Kindergarten Assessments
 8 School Begins, Kindergarten

October
 13 P/T Conferences 4-8pm
 14 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.17 or Oct. 24
 20-21 No School K-12, Teacher Statewide Meetings

November
 1 Two-Hour Late Start K-12, Professional Learning
 10 End of 1st Quarter; 45 days
 11 No School K-12; Planning/Grading PLC
 14 Begin 2nd Quarter
 24-25 No School K-12/District Office Closed
 Thanksgiving Break

December
 23-30 No School K-12, Winter Break
 23 & 26 District Office Closed

January
 2 District Office Closed, New Year's Day Observed
 16 District Office Closed, No School K-12, MLK, Jr. Day
 20 End of 2nd Qtr., 40 days, End 1st Semester 85 days
 23 No School K-12; Planning and Grading/PLC
 24 Begin 3rd Quarter, Begin 2nd Semester

February
 8 Two-Hour Late Start K-12; Professional Learning
 20 No School K-12/District Office Closed; President's Day

March
 2 P/T Conferences 4pm-8pm
 3 No School K-12; P/T Conferences 8am-4pm
 *4 additional hours of P/T Conferences to be scheduled by site the week of Feb. 27 or March 6
 24 End 3rd Quarter, 42 days
 27-31 No School K-12, Spring Break

April
 3 No School K-12, Planning and Grading/PLC
 4 Begin 4th Quarter
 14 No School K-12; District Closed

May
 29 No School K-12/District Office Closed
 Memorial Day

June
 8 Last day of school K-12
 8 End 4th Qtr. 46 days, End 2nd Semester 88 days
 9 Full day teacher workshop

<u>Quarters</u>	<u>Semester</u>
1. 45	1. 85
2. 40	2. 88
3. 42	173
4. 46	173

Student Days: 173 (1-12) 171 (K)
Staff Days: 184

February, 2017				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	<i>Stud 19</i>	<i>Tea 19</i>	
March, 2017				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
<i>Stud 17 Tea 19</i>				
April, 2017				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
<i>Stud 18 Tea 19</i>				
May, 2017				
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 22 Tea 22</i>				
June, 2017				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
<i>Stud 6 Tea 7</i>				
July, 2017				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

MEMORANDUM OF UNDERSTANDING**Temporary Contract**

The following contract will be used to employ teachers who are hired after the start of the school year.

<u>MINNETONKA PUBLIC SCHOOLS</u>

<u>5621 County Road 101</u> <u>Minnetonka, MN 55345</u>
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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 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 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 substitute 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 1.0 FTE x ___/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 _____, 20_____.

MINNETONKA INDEPENDENT SCHOOL DISTRICT NO. 276

Teacher

School Board Chairperson

Date

School Board Clerk

MEMORANDUM OF UNDERSTANDING

Teacher Transfer

2015-17

Openings occurring after May 1st and prior to July 1st will be subject to a three (3) working day transfer period. The three days will be inclusive of the day the position is posted. A teacher eligible for transfer must submit the transfer request by the end of the 3rd day to be considered for transfer.

MEMORANDUM OF UNDERSTANDING

Staff and Student Safety

2015-17

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 [Minnesota Statute 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.

MEMORANDUM OF UNDERSTANDING

TOSA Positions

2015-17

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 #5.
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

Parent Teacher Conference Preparation Time

2015-17

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 2015-16 and 2016-17.

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

2015-17

1. Each MHS Department will have two scheduled "0" hours/week 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. MAST will occur on Wednesday mornings 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 form for inviting and tracking students will be created. For teachers who have no identified students those teachers 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.
3. Wednesdays during "0" hour are designed for staff meetings, PLC meetings and/or other staff and team meetings as needed.
4. On the two "0" hour days/week 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.

MEMORANDUM OF UNDERSTANDING

Association Leave for Vice President

2015-17

The Association may request a 0.2 FTE reassignment to the Association vice president. The reassignment will occur if a suitable replacement is secured by the District. The Association will reimburse the District on a monthly basis for the actual cost of salary up to Lane 1, Step G and benefits attributable to the reassignment. The employee will be subject to Article XI and shall accrue seniority and other benefits as though the employee were on the underlying contract without the re-assignment.

MEMORANDUM OF UNDERSTANDING

On-Line Teaching 2015-17

The following guidelines will be used for 2015-17 school years in the implementation of on-line teaching.

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 on-line instruction will be compensated based on the following scale:

1. For Tonka Online courses taught during the normal school year (15 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 work day that is dedicated to teaching online sections.
3. For Tonka Online courses that are undersubscribed (less than 15 students) the teacher will have the option of teaching the semester course for \$200/student. This course will not be considered part of a regular teaching assignment.
4. If there are not 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 \$200/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 \$130/student.

MEMORANDUM OF UNDERSTANDING

Middle School Immersion Schedule

Beginning with the 2012-13 school year, Immersion will be implemented in 6th grade at the middle schools. The schedule at the middle schools will include an immersion block during the student day that will provide time for Immersion instruction. Teachers who deliver instruction during the Immersion block will not be assigned an Advisory. Those teachers who deliver instruction during an Immersion block will be assured prep time to account for the Immersion block based on Article V Subdivision 2(d). Prep time may be granted either through time or financial compensation based on the teachers hourly rate.

Middle School Immersion Schedule

MEMORANDUM OF UNDERSTANDING

Revision of Schedules B, C, D and E

The Minnetonka Teachers Association and the Minnetonka School District will examine the current schedules and develop a method of co-curricular compensation for new positions or positions that have substantially evolved over time. The revised schedules will recognize the relationship between the duties performed and the stipend. The parties have agreed to the following plan:

- The committee will complete its work in time to make a recommendation for consideration during the 2017-19 contract negotiations.
- The committee will be made up of equal representation from the Minnetonka Teachers Association and the District.

MEMORANDUM OF UNDERSTANDING

Late Start/Early Release Days

Beginning with the 2016-17 school year the District agrees to add two additional late start or early release days (total of 4) to 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.