

**FOR 2015-17 MASTER AGREEMENT
BETWEEN
MINNETONKA TEACHERS ASSOCIATION
AND
MINNETONKA PUBLIC SCHOOLS**

ARTICLE	Summary of Changes
PURPOSE	
RECOGNITION	
ARTICLE I: DEFINITION	
ARTICLE II: SCHOOL BOARD RIGHTS	
<p>ARTICLE III: TEACHER AND ASSOCIATION RIGHTS</p> <p>Section F., Subd. 2 “Deductions shall be transmitted <u>sent</u> to the Association... “</p> <p>Sections F., Subd. 3 “ ...and transmit <u>sent</u> the same to the Association... “</p>	
ARTICLE IV: GRIEVANCE PROCEDURE	
<p>ARTICLE V: WORKING CONDITIONS</p> <p>Section B., Subd. 3 <u>“ ...shall be compensated at the rate of \$35 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 “</u></p>	

Article V, Section A, 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.

ARTICLE VI: LEAVES OF ABSENCE

Section B. Subd. 1

~~Upon the request of a 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 difference between the compensation received pursuant to the Workers' Compensation Act by the teacher and the teacher's regular rate of pay to the extent of the teacher's "accrued sick leave" as provided in Section A above.~~ 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 workers' 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 workers' compensation insurance carrier and the District will deduct that amount from their paycheck.

VI, Subd.2, a2.

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

Subd. 6. ~~Death Leave~~ 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, member of the teacher's immediate family (spouse or child) or household (as defined in Section A, Subd. 5, above), the Employer shall allow four (4) days of death bereavement leave without deduction from the accrued basic leave earned by the teacher.

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.

Article VII: BASIC SCHEDULES AND RATES OF PAY

ARTICLE VIII: INSURANCE FRINGE BENEFITS

District Proposal: Section A, 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 \$709 \$735 per month effective from March 1, 2013 through June 30, 2015, and thereafter, 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 to the teacher's account on a prorated basis each pay period. during which the teacher is entitled to full salary from the District. Each full-time teacher who begins teaching before September 15th and who teaches for the remainder of the school year will be eligible for continuation of said monthly allocation through the following August. 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.”~~

Section B, Subd. 2 and Subd. 3

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. ~~For employees who have not reached the age of sixty-five (65) such plan shall contain the~~

~~provisions of the policy in effect on July 1, 1991, except as may be mutually agreed in writing between the parties; employees over the age of sixty five (65) shall be covered only by such provisions of a plan, if any, as the insurance carrier is willing to provide to the District for such employees. The coverage and benefits provided shall be, in all cases, governed by the terms and conditions of the insurance policy and policies and procedures of the insurance carrier and the insurance policy.~~

Subd. 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 ~~both individual and employee plus one and family coverage~~, shall bear the additional cost of the premium. The additional cost shall be paid by payroll deduction while the employee is receiving pay from the District. ~~For employees under the age of sixty five (65) such plan shall contain the provisions of the policy in effect on July 1, 1991, except as may be mutually agreed in writing between the parties; employees over the age of sixty five (65) shall be covered only by such provisions of a plan, if any, as the insurance carrier is willing to provide to the District for such employees.~~ 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 ~~carrier~~ plan. The Employer will select the insurance ~~carrier~~ plan and the insurance policy. To qualify for employee plus one and/or family coverage, the employee must have eligible dependent(s) as defined by the insurance ~~carrier~~ plan, and must make a request for such coverage on a form provided by the Employer.

ARTICLE IX: CAREER FINANCIAL PLANNING AND TRANSITION

Article IX

Section A. Overview

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 postemployment 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. ~~Full implementation of the CTT Plan for all employees is being phased in over a fifteen (15) year period beginning July 1, 1993, with all~~

~~employees covered by the CTT Plan or the CTT/VEBA Plan not later than July 1, 2008.~~

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

Option #3: Career Transition Trust/VEBA Retirement Savings Plan):

All employees who made the one-time election, or began beginning employment on or after July 1, 2005, are limited to Option #3. The purpose of the CTT 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. Options 1 and 2 are were only available to employees beginning employment before July 1, 2005.

~~In addition to providing the benefits of a Career Transition Trust, money that would have been provided at retirement for health insurance will be deposited during the course of employment with the District in a VEBA~~

~~All employees beginning employment on or after July 1, 2005, are limited to Option #3.~~

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. The objective of the CTT Plan is to encourage each employee to develop a long term financial plan that builds equity over the course of employment in preparation for retirement.~~

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	\$ 10,200
Life Time Maximum District Contribution		\$ 36,720

Subd. 4.

~~Employees will be eligible to participate as follows:~~

~~a. Continuing contract employees with a birth date of July 1, 1950, or after, and~~

~~b. All employees who obtain a continuing contract after August 1, 1993, or~~

~~c. Teachers who have been continuously employed as Long Term Substitutes for three (3) or more years, or~~

~~d. Tenured employees born prior to July 1, 1950, with the following limitations:~~

~~(1) Employees born prior to July 1, 1950, who elected prior to December 15, 1994 to participate in the CTT Plan.~~

~~(2) Through June 30, 2008, at the time of retirement, an employee who elected participation in the CTT Plan will be paid the earned early retirement severance benefit as detailed in the attached memo of understanding, less the District's cumulative CTT Plan matching contribution.~~

~~(3) The District match for an employee who elected CTT Plan benefits will not be limited to the cumulative amount stated for a specific bracket (i.e. \$10,000 for 26 + years), but shall be limited to the career maximum of \$36,000. In no case, however, will the annual District match exceed the annual amount for which the employee is eligible based upon years of service.~~

Section C. Option # 1 and #2 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 spouse of an active employee who dies prior to electing retirement, the employee's spouse~~ may continue participation in the District group medical insurance plan for up to five (5) years following the ~~retirement~~ death of the employee, ~~provided that, at the time of the employee's death with the following limitation:~~

- (1) ~~The employee met the qualifications for retirement/severance benefits outlined in Section E, Subd. 2 of this Article; and~~
- (2) 1 The employee was enrolled in the District group medical plan, purchasing dependent coverage.
The spouse shall pay the entire premium for such

coverage.

Section D: Option #3 Retirement Savings Plan Benefits for Employees Beginning Employment On or After July 1, 2005, or who elected this Option:

Option #3: Career Transition Trust (CTT) / Voluntary Employee Benefit Association (VEBA Plan):

Subd. 1. Purpose of CTT/VEBA- RSM Plan:

~~The purpose of the CTT/VEBA Plan is to encourage employees to develop a financial plan for their future by providing money during the course of their employment with the District for both retirement, retirement insurance benefits, and retirement medical expenses. 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, at two levels. First, the District will match the employee's deposit in a TSA account as detailed in Section B of this Article (CTT Plan). Second, participation in a TSA account by the employee in excess of that required in Section B will be matched with a District deposit in a VEBA account as detailed in Subd. 2, below.~~

~~The objective of the plan is to develop a retirement account for employees to provide resources to supplement state retirement benefits and to provide funds for health care costs during retirement. As a result, Article IX, Section C benefits, Insurance Benefits for Retirees, will not be available to employees beginning employment on or after July 1, 2005. The funds which otherwise would have been available at retirement for insurance benefits will be available over the course of employment as a matching contribution to a VEBA account by the District.~~

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

YEARS OF SERVICE In The District	VEBA Retirement Savings Plan Annual Amount	TOTAL DURING SERVICE BRACKET
0-3 years	No District match	\$ 0
4 - 5 yrs.	\$255 <u>765</u>	\$510 <u>\$1,530</u>
6-10 yrs.	\$357 <u>1,122</u>	\$1,785 <u>\$5,610</u>
11-15 yrs.	\$459 <u>1,479</u>	\$2,295 <u>\$7,395</u>
16-20 yrs.	\$714 <u>2,244</u>	\$3,570 <u>\$11,220</u>
21-25 yrs.	\$826 <u>2,611</u>	\$4,131 <u>\$13,055</u>

26 + yrs.	\$ 969 <u>3,009</u>	\$ 4,845 <u>\$15,045</u>
Life Time Maximum District Contribution		\$ 17,136 <u>\$53,855</u>

- a. ~~When an employee elects to deposit money in a TSA account the matching contribution of the District will first be deposited as detailed in Section B of this Article. The amount of the employee's deposit in a TSA account in excess of the matching contribution in Section B (CTT Plan) will be matched by a District deposit in a VEBA account up to the amount stipulated in the above schedule.~~
- b. ~~The District VEBA match will be calculated at the end of each year based upon the annual TSA contribution of the employee.~~
- c. ~~The District match will be deposited in a VEBA account on behalf on the employee not later than June 30 of each year.~~
- d. ~~Once an employee becomes eligible for the District contribution of \$969, they will continue to be eligible for this contribution until reaching the District Life Time Maximum Contribution of \$17,136.~~

Section E. Administration of CTT Plan and ~~CTT/VEBA Plan~~ Retirement

Savings Plan:

Subd.1 Eligibility for CTT Plan or ~~CTT/VEBA Plan~~ 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: ~~One Time Election for Employees Beginning Employment Prior to July 1, 2005:~~

~~Employees beginning employment prior to July 1, 2005 will have the opportunity to select participation in the CTT/VEBA Plan until June 30, 2006. The election by an employee to participate in the CTT/VEBA Plan in lieu of retirement insurance benefits shall be permanent. The irrevocable election on forms distributed by the District must be made prior to June 30, 2006.~~

Subd. 3: Existing District TSA Match – Memo of Understanding

~~Employees electing participation in the CTT Plan or the CTT/VEBA Plan Defined Contribution will not be eligible to participate in the District TSA match program as set out the attached memo of understanding.~~

4. 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 CTT/VEBA Retirement Savings Plan ~~plan~~ designated by the employee without match by the District.

5. 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 CTT/VEBA Retirement Savings Plan 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. 6. 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. 7. CTT Plan and CTT/VEBA Retirement Savings Plan Year Begins September 1

The annual year for the ~~Level H~~ District contributions shall be September 1 through August 31. Changes in District matching amounts, based on years of service, shall occur ~~on September 1 of each year~~ 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. 8. District Contribution is Automatic

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

9. 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, and highlighted in Appendix H.

- 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 ~~six (6)~~ eight (8) tax sheltered annuity companies:

Section E., Subd. 9, d.

“...limited to the following eight (8) tax sheltered annuity companies:”

American Funds-Capital Guard

~~American Financial~~ Ameriprise (formerly IDS, American Express)

AXA Equitable

~~Great American Life~~ Common Wealth Annuity (formerly

Kemper/Chase)

Great West

~~ING VOYA~~ (formerly ING)

~~NEA Funds~~ ESI Financial – Education MN

Vanguard

- a. 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.
- b. 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.
- ~~c. The VEBA benefit will be deposited in the VEBA plan selected by the District for all employee groups.~~
- d. All ~~annuities~~ deposits for each pay period will be sent to the ~~vendors~~ Third Party Administrator on the employee payday.
- ~~e. Such District matching shall be dependent upon the teacher purchasing an annuity equivalent to that matched by the District, and such payment will be made to the company of the teacher's choice per paragraphs (a-d) above.~~
- f. The District's matching contribution will be divided evenly by the number of pay periods selected by the employee. ~~District matching payments will be sent to the vendor on the employee pay date.~~

~~Subd. 10. Payroll Taxes~~

~~The District will pay its matching share of FICA and TRA taxes as provided for by the Minnesota Deferred Compensation Legislation.~~

Subd. 11. 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.

<p>ARTICLE X: TEACHER TRANSFER</p> <p>.</p>	
<p>ARTICLE XI: PROGRESSIVE DISCIPLINE</p>	
<p>ARTICLE XII: EARLY CHILDHOOD FAMILY EDUCATION</p> <p>Article XII Subd. 4</p> <p><u>Prep Time:</u> 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.</p> <p><u>Parent Teacher Conference Time:</u> (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.</p> <p><u>Back to School Workshop:</u> (24 hours) Back to school time will be allocated based on 24 hours over a three day period.</p> <p><u>Staff Meetings:</u> (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 meeting built into these 15.5 hours.</p> <p><u>Prep and Plan Time:</u> (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.</p> <p><u>Classroom Setup and Tear Down:</u> (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.</p> <p><u>Staff Development Meetings/PLC's</u> (12 hours) SD 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.</p>	

<p>ARTICLE XIII: DURATION AND EFFECT</p>	
<p>SCHEDULE A: SALARY SCHEDULE 2% increase to the schedule for 2015-16 \$400 added to each step for 2015-16 2% increase to the schedule for 2016-17 \$400 added to each step for 2016-17</p>	
<p>SCHEDULE B: CO-CURRICULAR SALARY 1.5% increase to the schedule for 2015-16 1.5% increase to the schedule for 2016-17</p>	
<p>SCHEDULE C: OTHER CO-CURRICULAR SALARIES 1.5% increase to the schedule for 2015-16 1.5% increase to the schedule for 2016-17</p>	
<p>SCHEDULE D: DEPARTMENT CHAIRPERSON STIPENDS Category III Middle School Department chairs at each site for each of the four (4) core subject areas. Math, Science, Social Studies and Language Arts</p> <p>1.5% increase to the schedule for 2015-16 1.5% increase to the schedule for 2016-17</p>	
<p>SCHEDULE E: OTHER SALARIES 1.5% increase to the schedule for 2015-16 1.5% increase to the schedule for 2016-17</p>	
<p>SCHEDULE F: ECFE SALARY SCHEDULE</p> <p>2.45% increase to the schedule for 2015-16 2.45% increase to the schedule for 2016-17</p>	
<p>SCHEDULE G: LICENSED SCHOOL NURSES SALARY SCHEDULE 2.45% increase to the schedule for 2015-16 2.45% increase to the schedule for 2016-17</p>	

TEACHER CONTRACT

MOU
Temporary Contract

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

MINNETONKA PUBLIC SCHOOLS
5621 County Road 101
Minnetonka, MN 55345

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

The School Board of Minnetonka School District No. 276 of the State of Minnesota, Minnetonka, Minnesota, enters into this agreement with NAME, a legally qualified and certified teacher, who agrees to teach in the public schools of said district as a 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 teacher in a vacancy occurring after the start of a school year. Said teacher knowingly and voluntarily waives the right under Minn. Stat. 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 to End Date.

3. Minnetonka Teachers' Association-School District Agreement: This contract is subject to the Public Employment Labor Relations Act of 1971, and shall be governed by the provisions of any contract which has been or may hereafter be entered into by and between the School District and the Minnetonka Teachers' Association as the exclusive representative.

4. Holidays: Holidays and duty days shall be in accordance with the school calendar which may include as duty days those legal holidays on which the employer is authorized to conduct school.

5. Additional Services: The School Board, or its designated representative, may assign said teacher to extracurricular, co-curricular or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1 of this agreement. Said extracurricular, co-curricular or other assignments may be described in paragraph 6 of this agreement or by letter of assignment, together with a recitation of compensation, if any, to be paid for said assignment during the term of this agreement. The School Board, or its designated representative, with the consent of the teacher may make any additions or amendments to these assignments during the term of the school year as shall be necessary. It is understood and agreed that there are no continuing contract rights in said extracurricular, co-curricular or other assignments and compensation and said teacher clearly intends to and hereby does waive any and all continuing contract rights in said extracurricular, co-curricular or other assignments and compensation. In the event a duty day is lost due to school closing for any emergency, the temporary teacher agrees to perform duties on any make-up day identified by the School Board or Administration.

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

Total Salary \$_____ (Lane Step), exclusive of fringe benefits.
(\$_____.00 x ___ 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
Chairperson

School Board

Date	School Board Clerk
INDIVIDUAL TEACHER CONTRACT RENEWAL LETTER	
SUBSTITUTE TEACHER CONTRACT (ABSENCE OF REGULAR TEACHER FOR SCHOOL YEAR OR LONGER)	
SUBSTITUTE TEACHER (ABSENCE OF REGULAR TEACHER FOR LESS THAN ONE SCHOOL YEAR)	
SCHOOL CALENDAR	
<p>MEMORANDUMS OF UNDERSTANDING</p> <p style="text-align: center;">MOU Teacher Transfer 2015-17</p> <p>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.</p> <p style="text-align: center;">MOU 2015-17 <u>Staff and Student Safety</u></p>	

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 MS 121A.64-.75, 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.

MOU
TOSA Positions

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 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.

MOU
Parent Teacher
Conference Preparation Time

1. 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.
2. There will be two (2) hours of preparation time allotted at each level for teachers to use in preparing for parent teacher conferences.
3. The two (2) hours will be deducted from the fifteen (15) hours allotted each semester for conference time.
4. 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.

MOU
"0" Hour / MAST Agreement

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.

2015-17

MOU

Association Leave for Vice President

The association may request a .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.

MOU

On-Line Teaching

~~2014-15~~

2015-17

The following guidelines will be used for ~~2014-15~~ **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 workday 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 no qualified teachers willing to teach the Tonka Online Course, the District can elect to cancel the course or secure qualified instructors through the traditional open posting process.
5. Summer Tonka Online teachers will be compensated based on the per student rate of \$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 teacher's hourly rate.

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 MTA and District.

MOU

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.

<p>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.</p>	
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