

# **MASTER AGREEMENT**

**between**

**MINNETONKA ASSOCIATION OF PRINCIPALS**

**and the**

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

**July 1, 2020 through June 30, 2022**

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## **ARTICLE I: PURPOSE**

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

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

## **ARTICLE II: RECOGNITION**

The Employer recognizes the Association as the exclusive representative of all employees of Minnetonka School District No. 276, Minnetonka, Minnesota, who are licensed as a principal by the State Department of Education who are employed for more than fourteen (14) hours per week and for more than one hundred (100) work days per year, and who devote more than fifty percent (50%) of their time to administrative or supervisory duties in the capacity of a principal, assistant principal, principal on special assignment, or assistant principal for student activities. The Association, as exclusive representative of the employees covered hereunder, shall have those rights and duties set forth in the P.E.L.R.A., as amended, and as described in the provisions of this Agreement.

## **ARTICLE III: DEFINITION**

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

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

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

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

## **ARTICLE IV: SCHOOL BOARD RIGHTS AND RESPONSIBILITIES**

### **Section 1**

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

## Section 2

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

## Section 3

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

## Section 4

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

## Section 5

The Employer shall not discriminate against any building administrator for any reason protected by state or federal law. Since alleged discriminatory acts on the above-defined basis are under the jurisdiction of the appropriate state or federal agencies, the arbitration provisions of this Agreement which are set forth in Section 5 of Article VI shall not be applicable to any grievances alleging violations of the above provisions. Instead, any grievances alleging violations of the above provisions which are not satisfactorily adjusted under Levels 1 or 2 of the grievance procedure shall be subject to the jurisdiction of the appropriate federal or state administrative agency.

## Section 6

The Employer shall not discriminate against any Building Administrator by reason of the membership or non-membership in the Association or place of residence.

# **ARTICLE V: THE ASSOCIATION RIGHTS AND RESPONSIBILITIES**

## Section 1

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

## Section 2

The Association and/or its members shall not discriminate against any Building Administrator for any reason prohibited by state or federal law. Since alleged discriminatory acts on the above defined basis are under the jurisdiction of the appropriate state or federal agencies, the arbitration provisions of this Agreement which are set forth in Section 5 of Article VI shall not be applicable to any grievances alleging violations of the above provisions. Instead, any grievances alleging violations of the above provisions which are not satisfactorily adjusted under Levels 1 or 2 of the grievance procedure shall be subject to the jurisdiction of the appropriate federal or state administrative agency.

### Section 3

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

### Section 4

The Association and/or its members shall not discriminate against any Building Administrator by reason of membership or non-membership in the Association or place of residence.

## **ARTICLE VI: GRIEVANCE PROCEDURE**

### Section 1: Definition

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

### Section 2: Days and Time Limits

Reference to days regarding time periods shall refer to work days.

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

### Section 3: Time and Waiver

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

### Section 4: Procedure for Adjustment of Grievance

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

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

Level 2. In the event the grievance is not resolved at Level 1, the decision rendered by the Superintendent may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level 1. If a grievance is properly appealed to the School Board, the School Board shall set forth a time to hear the grievance. Said hearing

shall be scheduled within thirty (30) days of receipt of the appeal. Within ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved.

#### Section 5: Arbitration Procedure

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

A request to submit a grievance to arbitration must be in writing signed by the aggrieved employee, and such request must be filed in the office of the Superintendent within ten (10) days following the date of the decision at Level 2 of the grievance procedure. A request for arbitration must set forth the issues(s) to be arbitrated and the provision of the agreement involved.

The Employer and the Association shall, within five (5) days after the filing of the request for arbitration, schedule a meeting at which time they shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and the Association are unable to agree on an arbitrator, either party may request the Public Employment Relations Board to provide a list of arbitrators pursuant to M.S. 179.70, Subd. 4, and the selection of the arbitrator shall proceed as provided for therein. Such request must be made within five (5) days following the above meeting.

#### Section 6: Jurisdiction

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

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

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

#### Section 7: Representation

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

#### Section 8: Fees and Expenses

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

### **ARTICLE VII: PAID HOLIDAYS**

There shall be eleven (11) holidays per year as listed below. If school is in session on any of these days, holidays shall be taken on a day mutually agreed upon by the Superintendent and the Association. Should it be impossible to provide for all holidays, or if the parties cannot mutually agree upon a holiday because school is in session, the employee's vacation period will be extended to compensate for such deficiency.

- Holidays:
- |                                   |  |
|-----------------------------------|--|
| a. Independence Day               | g. New Year's Day  |
| b. Labor Day                      | h. Presidents' Day   |
| c. Thanksgiving Day               | i. Martin Luther King Day  |
| d. Day following Thanksgiving Day | j. Good Friday (New Year's Eve Day if Good Friday is not recognized as a District holiday) |
| e. Christmas Eve Day              | k. Memorial Day  |
| f. Christmas Day                  |  |

## **ARTICLE VIII: HEALTH REQUIREMENTS**

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

## **ARTICLE IX: VACATIONS**

### **Section 1**

Employees who are employed on a full time, twelve month basis shall be granted a paid vacation which the employee shall earn from July 1 to June 30. Employees will be permitted to utilize their vacation period at a time, or times, mutually agreeable to the employee and the Superintendent or designee.

### **Section 2**

Vacations will be accrued as follows:

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

### **Section 3**

The following provisions shall apply to vacations:

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

**Subd. 2** An employee terminating employment shall receive accrued vacation not taken or otherwise compensated up to a maximum of 40 days. For the purposes of this Article, the daily compensation rate shall be calculated by dividing the employee's annual salary by 229.

**Subd. 3** Consecutive vacation days while school is in session shall be limited to five (5) days; however, exceptions may be granted in writing by the Superintendent.

Subd. 4 Employees are encouraged to plan vacation schedules which include at least one significant work break period. (e.g. 5 to 10 days)

Subd. 5 Vacation days may be accrued to a maximum of 40 days.

#### Section 4

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

### **ARTICLE X: BASIC LEAVE**

#### Section 1

##### Subd. 1

- (a) Full time employees shall be entitled to accrue eight (8) hours of basic leave per month of active employment. Employees who are regularly scheduled to work less than full time shall accrue basic leave on a proportional basis to that earned by a full time employee in the same ratio the part-time employee's work week relates to the work week of a full time employee (considered for these purposes to be forty (40) hours per week.)
- (b) As a supplement to the monthly allocation, full time employees shall accrue eight (8) additional hours of basic leave per year. Employees who are regularly scheduled to work less than full time shall accrue a proportional number of annual supplemental hours, as calculated in Subd. 1a above.
- (c) Basic leave shall not accrue during approved leaves unless specifically so provided by the Employer in writing; provided, however, basic leave shall accrue during an approved medical leave to a maximum of three (3) days.
- (d) Basic leave shall accrue monthly as it is earned, and shall be termed accrued basic leave. However, the supplement to the monthly allocation shall be awarded at the end of each work year on June 30.

#### Section 2: Sick Leave

##### Subd. 1

Sick leave with pay shall be allowed by the employer whenever an employee's absence is due to an illness or physical disability of the employee or the employee's immediate family (spouse or child) which prevented employee's attendance at the employee's place of work and the performance of duties on that day or days.

##### Subd. 2

In the event the illness or physical disability is one that can be predicted before its commencement, such as by way of example, but not limitation, elective surgery or pregnancy, the employee shall inform the Employer in writing no later than three (3) months prior to the contemplated start date of the illness or physical disability, or as soon as the contemplated illness or disability is known, whichever occurs first.



Subd. 3

It is agreed and understood by both parties efficient operation of the school system dictates all building administrators adhere to the requirements expressed in Subd. 2 above.

Subd. 4

Any full-time employee who has accrued less than sixty-five (65) days of basic leave shall be granted sufficient sick leave days in case of a long term illness to provide a maximum of sixty-five (65) consecutive days of sick leave. "Long term" shall be defined as any illness extending for more than fifteen (15) consecutive working days. "Long term" sick leave shall not be available to part time employees. Once an employee has accrued sixty-five (65) days of basic leave, the District shall not be required to grant sick leave beyond that which the employee has accrued even if sick leave utilization by the employee subsequently reduces the employee's accrual below sixty-five (65) days.

Subd. 5

- (a) The Employer may require an employee 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 employee will be so advised.
- (b) In individual cases, the Employer shall have the right to require that the employee be examined by a physician of the Employer's choice and at the Employer's expense. In such cases, the medical conclusion of this physician 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 employee and the employee's entitlement to sick pay under this section, unless the employee shall inform the Employer the physician's statement is unacceptable within three (3) days of receipt of the physician's statement.
- (c) In the event the employee has submitted to such examination, and the employee has properly informed the Employer the physician's statement is unacceptable to the employee, the employee shall select a physician competent in the field related to the employee's illness or physical disability from a list of three provided by the Employer. The examination shall be at a time and place designated by the Employer. The employee 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 employee. 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 dates and any entitlement to sick pay under this section.

Subd. 6

No employee shall be permitted to use more than sixty-five (65) days of the employee's total accrued sick leave during any one period of absence.

Subd. 7

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

Section 3: Administrative Leave

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

Section 4: Death or Serious Illness

Subd. 1

Leaves of absence without salary deductions will be granted for death and attendance at the funeral, or serious illness where life is in peril in the employee's family pursuant to the rules of this section. Requests must be made to the immediate supervisor for leaves under this provision. Said request must set forth the basis for the requested leave. A subsequent written report of the absence must be filed with the Superintendent.

Subd. 2

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

Subd. 3

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

Subd. 4

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

Subd. 5

Additional leave may be allowed under this section at the discretion of the Superintendent, and if so authorized in writing.

Subd. 6

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

- (a) In the event of the death of a member of the employee's immediate family or household (as described in Subd. 2 and 3), the Employer shall allow up to four (4)

days of death and serious illness leave without deduction from the accrued basic leave earned by the employee.

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

#### Section 5:

In conjunction with the above listed death or serious illness leave, employees may use basic leave each year in compliance with Minnesota Statute 181.9413 Sick Leave Benefits: Care of Relatives.

- (a) An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.
- (b) An employer may limit the use of personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent, or stepparent to not less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.
- (c) For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.
- (d) For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.
- (e) This section does not prevent an employer from providing greater sick leave benefits than are provided for under this section.

### **ARTICLE XI: JURY DUTY**

#### Section 1

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

#### Section 2

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

#### Section 3

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

## **ARTICLE XII: SABBATICAL LEAVE**

### **Section 1**

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

### **Section 2**

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

### **Section 3**

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

### **Section 4**

Employees granted sabbatical leaves must discharge professional duties in the District for at least two (2) years following the leave or repay the amount received while on sabbatical leave including any fringe benefits paid by the District. Exception to this can be made at the District's sole discretion because of death, serious illness, or disabling injury to the employee which prevents the employee from fulfilling this obligation.

### **Section 5**

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

### **Section 6**

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

## **ARTICLE XIII: CHILD REARING LEAVE**

### **Section 1**

Child rearing leave of absences shall be available to employees for a period of time, not to exceed nine (9) calendar months, for the purpose of caring for a newborn infant for which the applicant has the legal responsibility for the care and/or support of said child. Such leave to be subsequent to birth of the child, or in the case of adoption, when the child is physically released to employee-parent.

### **Section 2**

- (a) At least two (2) calendar months prior to the estimated delivery date of the child, the employee shall be required to notify the Employer in writing whether or not the employee intends to take child rearing leave. This election may be changed at any

time before the employee is no longer disabled from working due to childbirth or pregnancy related disability or before the fifteenth (15th) day after the birth of the child, whichever is sooner.

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

### Section 3

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

### Section 4

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

### Section 5

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

### Section 6

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

### Section 7

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

### Section 8

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

### Section 9

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

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

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

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

#### Section 10

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

#### Section 11

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

#### Section 12

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

### **ARTICLE XIV: UNREQUESTED LEAVE/TRANSFER**

#### Section 1

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

#### Section 2

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

#### Section 3

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

#### Section 4

Seniority shall be on a category basis as follows:

- (a) On a district-wide basis for all secondary building administrators;
- (b) On a district-wide basis for all elementary building administrators;
- (c) On a district-wide basis for the high school assistant principal for student activities.

#### Section 5

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

#### Section 6

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

#### Section 7

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

- (a) said principal will continue on his or her same salary and benefit structure during this assignment as was in place prior to the special assignment.
- (b) seniority will continue to accrue as would occur without the special assignment;

#### Section 8

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

- (a) The date the School Board approved the most recent employment. The earliest date of employment will be given priority.
- (b) The order in which the names appear in the Board minutes of the meeting at which the initial employment contract was approved.

#### Section 9

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

#### Section 10

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

#### Section 11

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

- (a) The employee resigns;
- (b) The employee is discharged or terminated;
- (c) The employee does not signify intent by certified or registered mail to return to work from an unrequested leave of absence within fourteen (14) calendar days after being notified to return by certified or registered mail, addressed to the employee at the last address filed with the Superintendent of Schools. An employee who changes address must notify the Employer of the change. The date by which the employee must return to work from unrequested leave shall be at the discretion of the Employer, but shall in no case (except by mutual agreement) be sooner than twenty-one (21) calendar days following original notification by the Employer.
- (d) The employee has been on unrequested leave for a period of time equal to the employee's category seniority at the time the employee's unrequested leave commenced or five (5) years, whichever is less.

#### Section 12

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

### **ARTICLE XV: OTHER LONG AND SHORT TERM LEAVE**

#### Section 1

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

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

#### Section 2

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

#### Section 3

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

#### Section 4

In the event a leave is granted under this Article, the employee shall retain such amount of basic leave days and other accrued benefits, including experience credit, as the employee had accrued prior to the leave, for use upon the employee's return. No accrual of leave, experience credit, or accrual for any



other purpose shall take place during the time the employee is on such leave unless the School Board has expressly provided for such in writing at the time of granting the leave.

#### Section 5

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

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

### **ARTICLE XVI: RETIREMENT**

#### Section 1. Purpose of the Retirement Savings Match:

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

#### Section 2. Benefit:

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

Starting First Year of Service: ..... 3% match  
After Completing First Year of Service: ..... 6% match

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

#### Section 3. Allocation Year to Begin July 1:

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

#### Section 4: Enrollment Limited to Participating Companies:

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

For new employees hired for employment for the 2018-2019 school year and thereafter, tax sheltered purchase will be limited to the following 8 tax sheltered annuity companies:

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

All employees are also eligible to participate in the State of Minnesota 457 Deferred Compensation tax-deferred savings plan.

## **ARTICLE XVII: INSURANCE FRINGE BENEFITS**

### **Section 1: Insurance Fringe Benefit Allocation**

Subd. 1. Each full time Employee will be allocated a monthly contribution for use in purchasing fringe benefits under this Article. The monthly contribution will be up to \$730 per month from July 1, 2020 through June 30, 2022 for employees taking single health insurance; the allocation also covers dental and life insurance. For employees enrolled in employee plus one insurance, the allocation will be \$990 per month effective July 1, 2020 through June 30, 2022. For employees enrolled in family insurance, the allocation will be \$1,300 per month effective July 1, 2020 through June 30, 2022. Said allocation will commence on July 1 of each year and will be made to the employee's account at the beginning of each month during which the employee is entitled to full salary from the District.

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

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

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

- (a) Termination of employment with the District;
- (b) Leaving on an authorized leave of absence, unless other provisions of this Agreement make provision for continuance of the monthly allocation.

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

### **Section 2: Available Fringe Benefits**

Subd. 1. Hospital Medical Insurance

- (a) An employee shall be eligible to purchase hospitalization, medical and major medical insurance coverage if the employee:
  - (1) is qualified under the terms of the policy;

- (2) is on an approved leave of absence for medical purposes, not to exceed five (5) years; and
  - (3) has not terminated employment with the District.
- (b) Individual coverage and family coverage shall be available for all employees who are eligible for, and are enrolled in, the School District Group Health and Hospitalization Plan. Such plan shall contain the provisions of the policy in effect as of July 1, 2002, 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 employee must have eligible dependents as defined by the insurance carrier and must make a request for such coverage on a form provided by the Employer.

Subd. 2. Life Insurance

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

Subd. 3. Dental Insurance:

The cost of such Dental Insurance shall be borne by the Employee and to the extent such cost exceeds the monthly amount allocated to the Employee pursuant to Section 1, Subd. 1 above, it shall be paid by payroll deduction while the Employee. The coverage and benefits provided shall be, in all cases, governed by the terms and conditions of the insurance policy and the policies and procedures of the insurance carrier. The Employer will select the insurance carrier and the insurance policy.

Subd. 4. Group Income Protection Insurance:

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

**ARTICLE XVIII: BUSINESS EXPENSE REIMBURSEMENT**

Each administrator covered by this agreement shall have 2,500.00 budgeted in fiscal 2020-2021 and 2021-2022 which may be used for reimbursement of professional expenses incurred in the performance of responsibilities associated with employment with the Minnetonka School District.

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

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

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

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

#### **ARTICLE XIX: OTHER BENEFITS**

##### **Section 1: Reimbursement for Unused Vacation Days**

The Employer agrees to reimburse employees at the daily compensation rate for twelve (12) unused vacation days in 2020-2021 and 2021-2022. For the purposes of this Article, the daily compensation rate shall be calculated by dividing the employee's annual salary by 229.

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

##### **Section 2: Reimbursement for Unused Sick Leave**

As of the end of each fiscal year, the employee will be reimbursed for 48 hours of unused sick leave per year. To qualify for reimbursement, the employee's accrued basic leave must be at least 520 hours. The employee's sick leave bank may not drop below 520 hours after the reimbursement. The reimbursement will be paid directly to the employee before July 1.

#### **ARTICLE XX: DUES CHECK OFF**

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

Deductions will continue unless terminated by the employee giving thirty (30) calendar days written notice to the Employer to stop deductions. Deductions shall be transmitted to the Association within ten (10) working days, together with a list of names of the employees from whose pay deductions were made.

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

## **ARTICLE XXI: LENGTH OF CONTRACT YEAR**

### **Section 1: Contract Year**

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

## **ARTICLE XXII: SALARY SCHEDULE**

### **Section 1: Salaries**

The new hire minimum salaries reflected in the attached Appendix A hereto shall be part of this agreement for the 2020-2021 and 2021-2022 school years.

Employees will receive a 2% salary increase on July 1, 2020 and a 2% salary increase on July 1, 2021.

### **Section 2: Placement of New Employees**

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

### **Section 3: Performance Review**

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

If the Employer determines the employee's performance continues to be unsatisfactory, the Employer shall so inform the employee in a conference which is to be held prior to March 1. If requested by the employee, the Employer will provide a list of the deficiencies which continue to persist.

## **ARTICLE XXIII: SEVERABILITY**

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

## **ARTICLE XXIV: WORK STOPPAGES**

In the event of a strike or work stoppage by other employees, it is mutually agreed that Building Administrators covered by this Agreement shall be on duty and carry out policy, rules, and assignments as may be directed by the Employer. The Employer reserves the right to make whatever

directives that are in the Employer's judgment necessary for the operation or protection of District programs and facilities. The Association agrees that it will not directly or indirectly engage in, support, or assist in any strike against the Employer.

#### **ARTICLE XXV: DURATION**

This Agreement shall remain in full force and effect for a period commencing on July 1, 2020, through June 30, 2022, and thereafter until modifications are made pursuant to P.E.L.R.A., provided there shall be no salary advancement by any employee pursuant to Article XXIV and Schedule A after June 30, 2022 until a successor Agreement has been negotiated and ratified by both parties. If either party desires to modify or amend this Agreement after its expiration, said party shall give written notice of such intent prior to the expiration of this Agreement. Unless otherwise mutually agreed, the parties shall not commence negotiations before March 1 preceding the expiration of this Agreement.

#### **ARTICLE XXVI: COMPLETE AGREEMENT**

##### Section 1

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

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

For MINNETONKA ASSOCIATION OF  
PRINCIPALS (MAP)

6/24/2020

Date

*Peter J Dymit*

President, MAP

*Jeffrey A. Erickson*

Representative, MAP

*N. J. [Signature]*

Representative, MAP

*Bryan McQuade*

Representative, MAP

*Joe [Signature]*

Representative, MAP

For MINNETONKA PUBLIC SCHOOLS  
INDEPENDENT SCHOOL DISTRICT #276

7/14/2020

Date

*Katie M. Becker*

Chairperson, School Board

*John [Signature]*

Clerk, School Board

*[Signature]*

Representative, School Board

*Robyn S. Leinen*

Representative, School Board

**Appendix A**

**MAP NEW HIRE MINIMUM SALARIES**

**2020-2022**

| <b><u>Position</u></b>            | <b><u>Minimum</u></b> |
|-----------------------------------|-----------------------|
| High School Principal             | \$160,000             |
| Middle School Principal           | \$142,000             |
| Elementary School Principal       | \$133,000             |
| High School Assistant Principal   | \$122,000             |
| Middle School Assistant Principal | \$118,000             |

**MEMORANDUM OF UNDERSTANDING:**  
**PERFORMANCE BASED COMPENSATION**

The parties agree to performance compensation based on objectives established through the mutual commitments process and/or school student achievement results.

In addition to salary, principals shall be eligible for up to an additional \$7,500 in 2020-2021 and \$8,000 in 2021-2022.

The procedures will follow this timeline:

- a. Superintendent will meet with each principal by September 30 to collectively review mutual commitments and building goals to determine which measure will be used as performance compensation measures.
- b. Superintendent will meet with each principal by January 30 to review progress toward performance compensation measures.
- c. Superintendent will meet with each principal by June 15 to determine if performance compensation measures have been met and the Superintendent will determine if compensation shall be awarded.
- d. Compensation shall be awarded by June 30 after the final review with the Superintendent or as soon as possible after essential school performance data become available.

Should an alternative performance based compensation plan become available that requires the employee's participation, the combined total of possible performance based compensation shall not exceed \$7,500 in 2020-2021 and \$8,000 in 2021-2022.

For the Minnetonka Association of Principals

|                             |                  |
|-----------------------------|------------------|
| <u><i>Peter J Dymit</i></u> | <u>6/24/2020</u> |
| Signature                   | Date             |

For the Minnetonka Public Schools #276

|  |                  |
|--|------------------|
| <u></u> | <u>6/24/2020</u> |
| Signature  | Date             |

**MEMORANDUM OF UNDERSTANDING: LUMP SUM PAYMENT**

Principals employed on the effective date of this agreement will receive \$2,750 on the second paycheck in September and \$2,750 on the second paycheck in March. Principals who continue employment for the 2021-2022 school year will be eligible to receive these lump sum payments in the second year of the contract.

For the Minnetonka Association of Principals

|                             |                  |
|-----------------------------|------------------|
| <u><i>Peter J Dymit</i></u> | <u>6/24/2020</u> |
| Signature                   | Date             |

For the Minnetonka Public Schools #276

|  |                  |
|--|------------------|
| <u></u> | <u>6/24/2020</u> |
| Signature  | Date             |



## Memorandum of Understanding

THIS AGREEMENT is entered into between the Minnetonka Public Schools, Independent School District 276 (District) and the Minnetonka Association of Principals (Association), collectively referred to as the "Parties."

WHEREAS, the District and the Association are parties to a Collective Bargaining Agreement (CBA) covering terms and conditions of employment; and

WHEREAS, Article II of the Collective Bargaining Agreement recognizes licensed principals working more than 50% of their time in supervisory roles; and

WHEREAS, the role of High School Associate Principal is not explicitly referenced in Article II nor in Appendix A of the CBA;


NOW, THEREFORE, in consideration of the mutual promises and benefits contained in this Memorandum of Understanding, the Parties agree as follows:

1. List the role of "High School Associate Principal" among other named positions in Article II of the CBA.
2. Add a minimum starting salary for the High School Associate Principal to Appendix A of the CBA.
  - a. The minimum starting salary for the 2020-22 school years will be set at \$136,000


This Memorandum of Understanding represents a full and complete agreement between the parties hereto. There are no covenants, promises or undertakings outside of this Memorandum of Understanding other than as specifically set forth herein.

The undersigned, by execution hereof, state that they have read this Memorandum of Understanding and that they understand and fully agree to each, all and every provision of this Memorandum. Their signatures hereby acknowledge receipt of a copy of this Memorandum.

IN WITNESS WHEREOF, the Parties have executed this agreement as follows:

  
\_\_\_\_\_  
Pete Dymit  
M.A.P. President

7/15/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michael Cyrus, Ed.D.  
Ex. Director of HR - ISD 276

7/15/21  
\_\_\_\_\_  
Date

## Memorandum of Understanding

THIS AGREEMENT is entered into between the Minnetonka Public Schools, Independent School District 276 (District) and the Minnetonka Association of Principals (Association), collectively referred to as the "Parties."

WHEREAS, the District and the Association are parties to a Collective Bargaining Agreement (CBA) covering terms and conditions of employment; and

WHEREAS, Article II of the Collective Bargaining Agreement recognizes licensed principals working more than 50% of their time in supervisory roles; and

WHEREAS, the role of Elementary School Assistant Principal is newly created and not explicitly referenced in Article II nor in Appendix A of the CBA; and

WHEREAS, the Elementary Assistant Principal is not a full-year assignment,

NOW, THEREFORE, in consideration of the mutual promises and benefits contained in this Memorandum of Understanding, the Parties agree to the terms and conditions for these employees as listed on Page 2-3 of this Memorandum and agree to add these terms, conditions, salary levels and benefits to the CBA as Appendix B.

This Memorandum of Understanding represents a full and complete agreement between the parties hereto and supersedes any previous agreements on this topic. There are no covenants, promises or undertakings outside of this Memorandum of Understanding other than as specifically set forth herein.

The undersigned, by execution hereof, state that they have read this Memorandum of Understanding and that they understand and fully agree to each, all and every provision of this Memorandum. Their signatures hereby acknowledge receipt of a copy of this Memorandum.

IN WITNESS WHEREOF, the Parties have executed this agreement as follows:

Pete Dymit 8/11/2021  
Pete Dymit Date  
M.A.P. President

Michael Cyrus, Ed.D. 8/11/21  
Michael Cyrus, Ed.D. Date  
Ex. Director of HR – ISD 276

**Appendix B: Elementary Assistant Principals**

**Section 1. *Relationship to the Collective Bargaining Agreement***

All provisions of the Collective Bargaining Agreement and addenda and pertain to Elementary Assistant Principals, except the following:

- a. Article VII: Paid Holidays (*note: teacher schedules exclude holidays*)
- b. Article IX: Vacations
- c. Article XIV: Unrequested Leave/Transfer; Section 4
- d. Article XVI: Retirement; Section 2
- e. Article XVIII: Business Expense Reimbursement: amount budgeted
- f. Article XIX: Other Benefits
- g. Article XXI: Length of the Contract Year
- h. Article XXII: Salary Schedule, Section 1
- i. Appendix A: MAP New Hire Minimum Salaries (2020-22)
- j. MOU: Performance Based Compensation
- k. MOU: Lump Sum Payment

**Section 2. *Unrequested Leave or Transfer***

All provisions of the Master Agreement with the Minnetonka Association of Principals shall apply except that elementary assistant principals shall be placed in seniority category together. Thus, seniority for these administrators shall be on a district-wide basis for elementary assistant principals.

**Section 3. *Retirement***

All provisions of the Master Agreement with the Minnetonka Association of Principals shall apply except Section 2: Benefit. The benefit for elementary assistant principals shall be 2% of base salary for the 2021-22 school year.

**Section 4. *Business Expense Reimbursement***

Each Elementary Assistant Principal shall have \$1,000 budgeted which may be used for reimbursement of professional expenses incurred in the performance of responsibilities associated with the Minnetonka School District.

**Section 5. *Reimbursement for Unused Sick Leave***

The employee will be reimbursed for 80 hours of unused sick leave per year. The employee must have a minimum of 80 hours of accrued leave in order to exercise this benefit during a given school year. The employee may request reimbursement at any point during the school year, however the benefit will be paid out by July 1. Any reimbursement will be paid directly to the employee.

*MSJ 1 of 2*

*Section 6. Length of the Contract Year*

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

*Section 7. Salary Schedule*

All provisions of the Master Agreement with the Minnetonka Association of Principals shall apply except Section 1: Salaries. Salaries for elementary assistant principals will follow a step-schedule as illustrated below, with Step A reflecting the new hire minimum:

|         |           |
|---------|-----------|
| Step A: | \$80,000  |
| Step B: | \$95,056  |
| Step C: | \$101,826 |
| Step D: | \$105,390 |

*Section 8. Miscellaneous Bonus Payment*

Assistant Principals employed by the first day of the 2021-22 school year will receive a bonus payment of \$4,000 per year, divided equally over the course of the school year and paid out in the assistant principal's regular payroll.

A handwritten signature in black ink, appearing to be "Jeff 2", located in the bottom right corner of the page.