

**Memorandum of Understanding
Between Education Minnesota/Edina and Edina Public Schools
Edina Virtual Pathway 2025-2026**

This Memorandum of Understanding (“MOU”) is made by and between Independent School District No. 273, Edina Public Schools (“District”) and Education Minnesota/Edina (“EM/E”).

WHEREAS, EM/E is the exclusive representative of teachers employed by the District;

WHEREAS, the Master Agreement (“Agreement”) governs the teachers’ terms and conditions of employment between the District and the EM/E for the 2023-25 school years;

WHEREAS, the District’s Edina Virtual Pathway (“EVP”) has been approved as a comprehensive online provider by the Minnesota Department of Education;

WHEREAS, the District is interested in continuing a program where full-time teachers agree to teach supplemental online assignments for EVP on a semester basis that is not built into the teachers’ regular assignments;

WHEREAS, the District also has a separate program for viable Edina High School “EHS” online classes that will be built into the teachers’ regular assignments and full-time equivalency (“FTE”), which is not connected to this MOU;

WHEREAS, the District understands that supplemental online assignments for EVP are at teachers’ discretion; and

WHEREAS, the District understands that the role of student support services is vital to the success of EVP classes;

THEREFORE, the District and EM/E agree as follows:

1. For the purposes of this MOU, a “fully-subscribed course” is defined as an EVP course with an enrollment of 20 or more students.
2. For the purposes of this MOU, an “undersubscribed course” is defined as an EVP course with an enrollment of 19 or fewer students.
3. A teacher who accepts a supplemental online assignment teaching an EVP course will be compensated based upon the level of student enrollment. For undersubscribed EVP courses, teachers will be compensated at a rate of \$270 per student. Teachers of fully-subscribed EVP courses will be compensated according to the full-time equivalency of the assignment, based on the teacher’s step and lane. If a teacher’s step and lane would amount to compensation of less than \$5,400, then the teacher will be compensated at \$5,400.
4. The student count for purposes of teacher compensation will be made on the 20th instructional day of the semester. If the total number of students enrolled in the EVP course, on the last day of the semester, is higher than this student count, teachers will receive additional pay equal to \$270 per additional student. If the student count for purposes of teacher compensation is less than 4 as of the 20th instructional day of the semester, the teacher will receive no less than \$1,080.
5. EVP courses scheduled to be taught during the course of the normal school calendar that are fully-subscribed as of April 15, 2025 will be built into a teacher’s workday for the following school year unless, by mutual agreement between the teacher and school leadership, it is decided

to classify the course as a supplemental online assignment. Supplemental online EVP courses that become fully-subscribed after April 15, 2025 may be built into a teacher's workday by mutual agreement between the teacher and school leadership.

6. If a teacher undertakes multiple undersubscribed EVP courses, whose combined registrations equals 20-40 as of the 20th day of the semester, the teacher may have the courses treated in a manner identical to a single, fully-subscribed course for the purpose of compensation. If a teacher undertakes multiple undersubscribed online courses whose combined registrations equals 20-40, by mutual agreement of the teacher and school leadership, the courses may be treated in a manner identical to a single, fully-subscribed course and assigned within the teacher's duty day. This paragraph does not apply to a part-time, online teacher as defined in paragraph 15.
7. Pay for supplemental online EVP courses will be divided into two payments with 50% to be paid following the 20th instructional day of the semester and 50% paid at the end of the semester. Payments will coincide with the District's regular, bimonthly payroll schedule.
8. Compensation for EVP courses taught during the summer or within a stretch calendar will be compensated in accordance with this MOU. Fully-subscribed summer or stretch calendar EVP courses may, as an alternative, be built into a teacher's regular assignment by mutual agreement between the teacher and school leadership.
9. Aligning with Minnesota Statute Section 124D.095, subd. 4, no more than 40 students will be enrolled in any one EVP online learning section.
10. Within any given semester, all students within the same EVP course taught by the same teacher will be considered to be a part of a single section for purposes of compensation and course size measurement, excepting where an additional section, with corresponding additional compensation, is added by mutual agreement of the teacher and school leadership.
11. When assigning special education, multilingual learner, and Talent Development staff to support comprehensive EVP students, the district will follow the Special Education Support MOU, the Online Teaching Terms and Conditions for the Implementation of Edina Online Offerings MOU, and the November 2016 Caseload Taskforce report.
12. Teachers will not be required to remain on district property during the portion of their assignment that is dedicated to teaching EVP courses.
13. Appropriately licensed teachers currently teaching supplemental online EVP classes and performing satisfactorily in that position will have a right to first refusal before the course is offered to another Edina teacher.
14. EVP online assignments will be offered to current Edina teaching staff before the district pursues part-time external hires.
15. For the purposes of this MOU, part-time, online teacher positions are defined as those involving sections of fewer than 20 students as of the 20th instructional day of the semester and taught by a teacher hired for the 2022-2023, 2023-2024, 2024-2025, and/or 2025-2026 school year. The definition does not apply to an Edina teacher who also teaches in-person or a fully-subscribed online EVP class for the District, or was hired specifically for EVP with a FTE of 0.5 or more.
16. Part-time, online teachers do not qualify for benefits under the Master Agreement between EM/E and the District.
17. Part-time, online teachers do not qualify for compensation under the Teacher Evaluation and Alternative Compensation Program.
18. Part-time, online teachers are not placed on any seniority list.
19. A separate seniority list will be maintained for those who meet the definition of a part-time, online teacher as provided in paragraph 15 of this MOU and achieve continuing contract rights with the District.

20. If a part-time, online teacher is assigned a course during the 2025-26 regular school calendar that becomes fully-subscribed (20 or more students) as of the 20th instructional day of the semester or thereafter, then the teacher will no longer meet the definition of a part-time, online teacher under this MOU and will qualify for compensation and benefits according to both the Master Agreement and the Memorandum of Understanding Between Education Minnesota/Edina and Edina Public Schools Secondary Online Teaching Pilot Program 2023-2025 or successor agreement.
21. A teacher who no longer meets the definition of part-time, online teacher due solely to teaching a fully-subscribed course does not qualify for compensation under the Teacher Evaluation and Alternative Compensation Program for that school year unless by mutual agreement of EM/E and the District. Teachers hired specifically for EVP with a FTE of 0.5 or more qualify for compensation under the Teacher Evaluation and Alternative Compensation Program for that school year.
22. Final decision on course offerings will be determined by building and district administration. If a decision is made to run a class and student enrollment meets or exceeds the fully-subscribed number (20), at the time schedules are built in the spring of the preceding year, the District will create at least one fully-subscribed section.
23. Teachers accepting an assignment to teach an online class through EVP will be required to see the assignment to completion. In the event that a teacher wishes to withdraw from an assignment, every effort will be made to find an alternate teacher to accommodate the request.
24. Teachers accepting an assignment to teach an online class through EVP during the regular school year will be required to participate in 2 hours of conferences with families per semester. These 2 hours are inclusive of the 16 hours designated for parent-teacher communication and conferences required by Section 5.01.4 under the Agreement between Education Minnesota/Edina and the District. Teachers may document these hours as part of the 8 hours of flex conferencing required by the EHS conference plan.
25. Teachers accepting an assignment to teach an online class through EVP during the regular school year will be required to participate in 2 hours of staff meetings per semester. Each staff meeting will be offered at least twice, both before and after school, in order to accommodate different teacher schedules.
26. Instructional materials used within the course of teaching EVP classes will be made available to other Edina teachers for instructional purposes. Materials including teacher likeness or voice, such as screencasts or slides within presentations, will not be used by other teachers without permission.
27. Nothing in this MOU alters or adds to a teachers' continuing contract rights under Minn. Stat. Section 122A.40.
28. Nothing in this MOU may be deemed to establish an interpretation of the Agreement, a precedent, a practice, or to alter any established interpretation, precedent, or practice arising out of or relating to the Agreement between the District and EM/E. Neither party may submit this MOU in any proceeding as evidence of a contract interpretation, precedent, or practice. This MOU does not alter any managerial rights that the District has in absence of this MOU. This MOU is not grievable.
29. This MOU sunsets on June 30, 2026.

EM/E and the District are in agreement with the above language as evidenced by their representatives' signatures below.

Representative for:

Education Minnesota/Edina

ISD 273, Edina Public Schools

President

Superintendent

Date

Date