

**Memorandum of Understanding
Between Education Minnesota/Edina and Edina Public Schools
Secondary Online Teaching Pilot Program 2023-2024**

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 2021-23 school years;

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

WHEREAS, the District is interested in piloting a program where full-time teachers agree to teach smaller groups of students in an online class platform on a semester basis that is not built into the teachers’ regular assignments and is outside the teachers’ regular assignments;

WHEREAS, the District also has a separate program for viable online classes that will be built into the teachers’ regular assignments and full time equivalency (“FTE”);

WHEREAS, the District understands that these extra assignments for the pilot program are at teachers’ discretion; and

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

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

1. A teacher who accepts a secondary assignment teaching an online class will be compensated based upon the level of student enrollment. For courses of 20 or fewer students, teachers will be compensated at a rate of \$270 per student. For fully subscribed courses, defined as those having 21 or more students, teachers will be compensated based upon their full-time equivalency; in the event that a teacher’s full-time equivalency would amount to less than \$5,670, they will be compensated \$5,670.
2. 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 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. In the event that the student count for purposes of teacher compensation is less than four as of the 20th instructional day of the semester, the teacher will receive no less than \$1080.
3. Online courses taught during the course of the normal school calendar that are fully-subscribed as of April 15, 2024 will be built into a teacher’s work day unless, by mutual agreement between the teacher and school leadership, it is decided to classify the course as an extra assignment in addition to the teacher’s in-person FTE. Online courses that become fully subscribed after April 15, 2024 may be built into a teacher’s work day by mutual agreement between the teacher and school leadership.

4. If a teacher undertakes multiple undersubscribed online courses whose combined registrations equals 21-40 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. Beginning in the 2024-2025 school year, if a teacher undertakes multiple undersubscribed online courses whose combined registrations equals 21-40, by mutual agreement of the teacher and school leadership, the courses may be treated in a manner identical to a single, fully-subscribed, course for purpose of assignment within the teacher's duty day. This paragraph does not apply to a part-time, online teacher as defined in paragraph 14.
5. Pay will be divided into two payments 50% following the 20th instructional day of the semester and 50% at the end of the semester. Payments will coincide with the District's regular, bimonthly payroll schedule.
6. Compensation for Edina Virtual Pathway courses taught during the summer or within a stretch calendar will be compensated based upon the level of student enrollment. For courses of 20 or fewer students, teachers will be compensated at a rate of \$270 per student. For fully subscribed courses, defined as those having 21 or more students, teachers will be compensated based upon their full-time equivalency; in the event that a teacher's full-time equivalency would amount to less than \$5,670, they will be compensated \$5,670. Fully subscribed summer or stretch calendar courses may, as an alternative, be built into a teacher's regular assignment by mutual agreement between the teacher and school leadership.
7. Aligning with Minnesota Statute Section 124D.095, subd. 4, no more than 40 students will be enrolled in any one online learning section.
8. Within any given semester, all students within the same 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.
9. 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.
10. Teachers will not be required to remain on district property during the portion of their assignment that is dedicated to teaching EVP courses.
11. Teachers will not encourage or discourage enrollment in Edina Virtual Academy courses.
12. Teachers currently teaching undersubscribed classes and performing satisfactorily in that position will have a right to first refusal before the course is offered to another Edina teacher.
13. All secondary online assignments will be offered to current Edina teaching staff before the district pursues a part-time external hire.
14. For the purposes of this MOU, part-time, online teacher positions are defined as those involving sections of fewer than twenty-one (21) students as of the 20th instructional day of the semester and taught by a teacher hired for the 2022-2023 and/or 2023-2024 school year. The definition does not apply to a teacher who also teaches in-person or a fully-subscribed online class for the District.
15. Part-time, online teachers do not qualify for benefits under the Master Agreement between EM/E and the District.
16. Part-time, online teachers do not qualify for compensation under the Teacher Evaluation and Alternative Compensation Program.
17. Part-time, online teachers are not placed on any seniority list.

18. If a part-time, online teacher is assigned a course during the 2023-2024 regular school calendar that becomes fully subscribed (21 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 2023-2024.
19. A teacher who no longer meets the definition of part-time, online teacher and therefore qualifies for compensation and benefits as provided in paragraph 14 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.
20. 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 exceeds the fully subscribed number (21), at the time schedules are built in the spring of the preceding year, the District will create at least one fully subscribed section.
21. 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.
22. Teachers accepting an assignment to teach an online class through Edina Virtual Pathway during the regular school year will be required to participate in two hours of conferences with families per semester. These two hours are inclusive of the 16 hours designated for parent-teacher communication and conferences established in the Parent Communication/Conferences MOU. Teachers may document these hours as part of the 8 hours of flex conferencing required by the EHS conference plan.
23. Teachers accepting an assignment to teach an online class through Edina Virtual Pathway during the regular school year will be required to participate in two 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.
24. Instructional materials used within the course of teaching Edina Virtual Pathway 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.
25. Nothing in this MOU alters or adds to a teachers' continuing contract rights under Minn. Stat. Section 122a.40.
26. 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.
27. This MOU sunsets on July 31, 2024.

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

6/9/23

Date

Date