



MASTER AGREEMENT

INDEPENDENT SCHOOL DISTRICT NO. 273

EDINA, MINNESOTA

AND

EDUCATION MINNESOTA/EDINA

JULY 1, 2023 THROUGH JUNE 30, 2025



Table of Contents

1. INTRODUCTION	8
1.01 Master Contract	8
1.02 Preamble	8
1.03 Recognition	8
1.04 Rights and Privileges of the Union.....	9
1.04.1 Released Time for Union Activities.....	9
1.04.2 Use of Facilities	10
1.04.3 Teacher Requests for Assignments.....	10
1.04.4 Assignments and Transfers.....	10
1.04.5 Board Agendas	10
1.05 Management Rights	10
1.05.1 Authority of the Employer	10
1.05.2 Provisions Contrary to Law.....	10
1.06 Teachers' Duties and Responsibilities	11
Basic Duties.....	11
1.07 Definitions	11
1.08 Employee Rights	11
1.08.1 Fair Employment Practices	11
1.08.2 Personnel Files.....	12
1.08.3 Teacher Discipline	12
1.09 Meet and Confer	12
2. SALARIES AND RELATED ITEMS COMPENSATION	12
2.01 Individual Teacher Contracts.....	12
2.02 Salary Schedules	12
2.03 Status of Salary Schedules.....	13
2.04 Pay Periods.....	13
2.05 Credit for Outside Experience.....	13
2.06 Increases in Salary	13
2.06.1 Training	13
2.06.2 Training Requirements for Basic Salary Adjustment for Teachers.....	14
2.06.3 Requirements for Credit Approval.....	14

2.06.4	Tuition Reimbursement	15
2.06.5	Career and Technical Education (CTE) Teachers	15
2.07	Full Year Credit for Purposes of Step Advancement.....	16
2.08	Payroll Deduction – Dues Check Off.....	16
2.9	Tax-Sheltered Annuities	16
2.10	In-District Travel.....	17
2.11	Retirement.....	17
2.12	Early Retirement Incentive Payment	17
2.12.1	Eligibility	17
2.12.2	Early Retirement Incentive Payment Schedule and Distribution	18
2.12.3	Early Retirement Incentive Application	18
2.13	Employer Contribution Toward Hospitalization-Medical Insurance.....	19
2.13.1	Employer Contribution Toward Hospitalization-Medical.....	19
	Insurance, Employed Prior to July 1, 2011.....	19
2.13.2	Employer Contribution Toward Health Reimbursement Account, Employed On or After July 1, 2011	20
	Teachers hired after July 1, 2011 are not eligible for the retiree health insurance.....	20
2.13.3	Employer Contribution to Health Reimbursement Account for	20
	Teachers Having a Basic Leave Accrual in Excess of 150 Days	20
2.14	Wellness Center Usage	20
2.15	Differential for Multi-Grade and Multi-Department Assignments	20
2.16	Licensed Independent Clinical School Social Worker (LICSW)	21
2.17	National Certifications	21
3.	LEAVES OF ABSENCE	22
3.01	Basic Leave Allowance.....	22
3.01.1	Disability Leave.....	22
3.01.2	Disaster Leave – Sick Leave Pool	23
3.01.3	Family Illness or Bereavement Leave.....	25
3.01.4	Bereavement Leave	25
3.01.5	Personal Leave	26
3.01.6	Religious Holiday Observance Leave.....	26
3.01.7	Additional Personal Leave	27

3.02	Compensatory Time.....	27
3.02.1	Guidelines	27
3.02.2	Approved Uses for Compensatory Days	28
3.02.3	Unapproved Activities for Earning Compensatory Days.....	28
3.03	Professional Leave	28
3.04	Workload Relief Days	28
3.05	Sabbatical Leave.....	29
3.05.1	Sabbatical Leave Candidate Selection	30
3.05.1.1	Selection Criteria	31
3.05.2	Sabbatical Leave Salaries	32
3.05.3	Changes in Training Level.....	33
3.06	Long Term Extended Leaves of Absence Without Pay.....	33
3.06.1	Career Change Leave of Absence.....	34
3.07	Parental Leave.....	35
3.07.1	Parental Leave Without Pay	35
3.07.2	Parental Leave with Pay	35
3.07.3	Parental Leave for Adoption	36
3.07.4	Other Parental Leave Provisions	36
3.08	Judicial Leave	37
3.09	Leave for Holding Public Office	37
3.10	Military Leave.....	37
3.11	Selective Service Physical Examination	37
3.12	Non-Instructional Positions for Teachers	37
3.13	Superintendent Discretionary Leave	38
3.14	Shared Contracts.....	38
4.	INSURANCE	38
4.01	Group Insurance Policies.....	38
4.02	Life Insurance and Accidental Death and Dismemberment Insurance.....	39
4.03	Income Protection Insurance.....	39
4.04	Hospitalization-Medical Insurance.....	40
4.05	Hospitalization-Medical-Dental Insurance	41
4.05	Dental Insurance.....	41

4.06	Liability Insurance	41
5.	Duty Days & Hours WORKING CONDITIONS	42
5.01	Duty Days.....	42
5.01.1	Newly-Hired Teachers	42
5.01.2	Flexible Delivery of Professional Development.....	42
5.01.3	Stretch Calendar.....	43
5.01.4	Parent Communication and Conferences.....	43
5.02	Salary Deduction and Pay.....	43
5.03	Legal Holidays, and Emergency Closings, and e-Learning Days	44
5.04	Hours of Employment.....	44
5.04.1	Changes in Days and Hours	44
5.04.2	Hours of Employment: Online Learning	45
5.05	Preparation Time	45
5.06	Duty-Free Lunch Period	45
5.06.1	Teachers Assigned to More Than One Building.....	45
5.07	Supervisory Responsibilities	45
5.07.1	Records Maintenance	46
5.08	Secondary School Advisory	46
	Section 5.10 Flexible Duty Days for Licensed School Nurses	47
	Section 5.11 Support for Construction and Relocation Related Tasks	47
6.	UNREQUESTED LEAVES OF ABSENCE	48
6.01	Purpose.....	48
6.02	Seniority Date.....	48
6.03	Seniority List	48
6.03.1	New Licenses	48
6.03.2	Licenses	49
6.04	Seniority List Preparation	49
6.05	Unrequested Leaves of Absence	49
6.06	Bumping Rights Procedures	50
6.07	Status While on Leave.....	50
6.08	Recall.....	50

6.08.1	Involuntary Transfer of Senior Teachers	51
6.09	Termination of Rights.....	52
6.10	Probationary Period	52
6.11	Teachers on Unrequested Leave Serving as Long Term Substitutes	52
7.	EXTRA DUTY, EXTRA SERVICE, EXTRACURRICULAR.....	53
7.01	Extra Duty and Extra Service Assignments.....	53
7.02	Extracurricular Assignments	53
7.03	Extracurricular Salary Schedules.....	53
7.04	Extra Service and Extra Duty Salary Schedules	53
7.05	Extracurricular Study Committee.....	53
8.	HOURLY-PAID TEACHERS.....	54
8.01	Provisions Applicable to Hourly-Paid Teachers	54
8.01.1	Roster of Hourly-Paid Teachers	54
8.01.2	Leave Allowance.....	54
8.01.3	Limitations	55
8.02	Provisions Applicable to Hourly-Paid Teachers	55
8.02.1	Compensation	55
8.02.2	Hospitalization-Medical-Dental Insurance.....	55
8.02.3	In-service Requirements.....	55
8.02.4	Seniority List for Hourly-Paid Teachers	56
8.02.5	Unrequested Leave of Absence	56
8.02.6	Other Provisions of the Agreement.....	57
9.	GRIEVANCE PROCEDURE.....	57
9.01	Definition.....	57
9.02	Procedure	57
10.	LONG-TERM SUBSTITUTE TEACHERS	59
10.01	Definition.....	59
10.02	Compensation	59
10.03	Hospitalization-Medical-Dental Insurance	59
10.04	Leave Allowance	59
10.05	Long-term Substitute Seniority List	59

10.06	Limitations	60
10.07	Other Applicable Provisions of the Agreement	60
11.	MISCELLANEOUS.....	60
11.01	External Education Organizations	60
11.02	Study Hall Supervision	60
11.03	Open Enrollment for School-Aged Children of Teachers	61
12.	DURATION AND RENEGOTIATION OF AGREEMENT.....	61
12.01	Term of Agreement.....	61
12.02	Effect of Agreement	61
12.03	Termination or Modification	61
12.04	Publication of the Agreement.....	61
13.	DOCUMENT AUTHORIZATION	61
	APPENDIX A: 2023-2024 SALARY SCHEDULE.....	63
	APPENDIX B: 2024-2025 SALARY SCHEDULE.....	64
	APPENDIX C: EXTRACURRICULAR SALARY SCHEDULE.....	65
	APPENDIX D: EXTRA SERVICE SALARY SCHEDULE.....	68
	APPENDIX E: HOURLY RATES.....	70

1. INTRODUCTION

1.01 Master Contract

This Agreement is made and entered into by and between INDEPENDENT SCHOOL DISTRICT NO. 273, City of Edina, Hennepin County, Minnesota, (~~"Employer"~~) or ("District"), and the EDUCATION MINNESOTA/EDINA ("Union").

1.02 Preamble

At Edina Public Schools, the District and Union share a commitment to ensure a workforce that reflects the multiple lived experiences of our students. This commitment is inseparable from our vision, mission, core values, and long tradition of defining excellence. We are unified in our belief that fostering a culture where diverse perspectives are valued is essential to achieving our shared goals.

Recognizing that providing quality education is the paramount aim of the Employer and the Union and that the character of such education depends largely upon the quality and morale of the teaching service, we hereby declare:

WHEREAS, the Union recognizes that the Employer, under law, has the final responsibility for establishing policies for the district, provided that such rights and responsibilities are exercised by the Employer in conformity with the provisions of this Agreement;

WHEREAS, the Employer recognizes that teaching is a profession;

WHEREAS, the laws of the State of Minnesota authorize teachers and employers to negotiate in good faith for the purpose of reaching mutual agreement concerning terms and conditions of employment as defined in Minn. Stat. § 179A of the Public Employment Labor Relations P.E.L.R.A. Act of 1971, as amended, ("PELRA"); and

WHEREAS, the Employer and Union desire to incorporate their understandings into a written agreement in the belief that such action is in the best interests of the residents of the school district, the students attending school, the Employer and the teachers represented by the Union;

NOW THEREFORE, in consideration of the following mutual covenants, the Union and the Employer hereby agree as follows:

1.03 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative for all teachers; long-term substitute teachers (substitute teachers who replace the same teacher for more than 30 duty days); and other personnel included in the appropriate unit as defined by Minn. Stat. § 179A.03, Subd. 18, of PELRA. This representation

excludes the superintendent, assistant superintendents, principals, assistants to the principals, directors, EAC coordinators, consultants, administrative assistants, supervisors, trainees, and confidential or supervisory employees as defined in PELRA. The term "teacher" refers to all professional employees represented by the Union in the bargaining or negotiating unit as defined above.

The Employer will provide by October 1 of each school year a list in electronic form to the union the names, address, telephone numbers, e-mail address, full-time equivalency ("FTE") status, worksite locations and assignment of all eligible bargaining unit members employed and shall keep that list current by notifying the Union of additions and deletions as they occur.

The Employer agrees not to negotiate or meet and confer with any teachers' organization other than the Union so long as the Union is the duly authorized, exclusive bargaining agent of the District's teachers.

1.04 Rights and Privileges of the Union

1.04.1 Released Time for Union Activities

During the period covered in this Agreement the Union is allowed up to twenty (25) days annually to be used by teachers who are officers or agents of the Union at the discretion of the Union. The Union agrees to notify the Superintendent or designee, no less than 48 hours in advance of the date for intended use of the Union leave. The cost of substitutes for 18 of the days used is borne by the Employer. Costs thereafter are borne completely by the Union.

The Union President receives a leave of absence from the 1.0 FTE teacher position that is paid by the District as described in this section. The Union will reimburse the District for one-half of this paid leave of absence (salary and benefits). The District will provide an itemized bill to the Union by May 31 for one-half of the Union's president's actual salary and benefits. The reimbursement will be paid by June 30 for actual salary and benefits of the release time. The Union agrees to notify the District in writing before May 1 of each year as to who this individual will be for the following school year.

The District agrees to provide office space for the Union, for use by its President And other elected officers to conduct the business of the Union, including:

1. A minimum of a desk, desk chair, phone, and file cabinet;
2. the Union will be responsible for providing technology (excluding the telephone) used in the office;
3. The District and Union agree that Union materials in the office will be treated as confidential Union property. The office will have a lock, and access will be limited to Union officers and District custodial employees performing routine maintenance; and
4. Either party may cancel its participation regarding access to the office by providing notice of cancellation a minimum of 60 calendar days prior to the

date of cancellation.

1.04.2 Use of Facilities

The Union has the right to use District buildings and facilities in accordance with the District's policies, rules and regulations, provided such use does not interfere with normal District activities or functions. The Union has the right to use District mailboxes and email for Union business. The Employer reserves the right to assess charges for additional custodial and operational expense beyond normal maintenance costs resulting from this use.

1.04.3 Teacher Requests for Assignments

Each teacher may submit to the Employer, in writing, any requests or preferences for teaching assignments for the following school year, in accordance with established staffing procedures. Requests or preferences may refer to a specific assignment open for the following year but may also take the form of a request for a particular type of assignment.

1.04.4 Assignments and Transfers

The ~~District Employer~~ reserves the right to establish policies and procedures by which teachers are assigned and transferred. Disputes over the interpretation or application of these policies is subject to final and binding arbitration as established by this Agreement.

1.04.5 Board Agendas

The ~~District Employer~~ shall provide to the Union President access to board agendas and minutes at the same time and manner they are provided to board members.

1.05 Management Rights

1.05.1 Authority of the Employer

State laws have vested in the Employer the full authority to manage, control and direct the operation of the ~~school d~~ District, and to adopt, modify or repeal policies, rules and regulations for the ~~d~~ District. All such authority of the ~~District Employer~~ continues unimpaired, except as limited by a specific provision of this Agreement.

1.05.2 Provisions Contrary to Law

Any portion of this Agreement that violates any provision of state or federal laws, are null and void and without force and effect. The provisions of this Agreement are severable, and if any provision hereof or the application of any such provision under any circumstances is held invalid, it does not affect any other provision of this Agreement or the application of such provision under other circumstances. The ~~District Employer~~ and the Union agree to mutually amend any provision of this Agreement as necessary to

comply with federal or state laws.

1.06 Teachers' Duties and Responsibilities

Basic Duties Teachers will teach in places, grades or subjects as designated by the District Employer and for which they are licensed. Teachers perform all teaching and related services as directed by the District Employer, use instructional materials as are approved by the District Employer, and observe all policies, rules and regulations as established from time to time by the District Employer. Before the end of the school year, each building administration will attempt to notify, in as far as is administratively feasible, returning teachers of their tentative teaching assignment for the succeeding school year.

Teachers will attend and participate in institutes, conferences, and meetings required by the District Employer. The provisions of this section will not be inconsistent with the terms and conditions of other sections of this Agreement.

1.07 Definitions

The following definitions are applicable to terms used in this Agreement:

Teacher ~~A The term~~ "teacher" ~~is means~~ any person employed by the District Employer in a position defined as a teacher under PELRA ~~for which such person must be licensed by Professional Educator Licensure Board ("PELSB") excluding the superintendent, assistant superintendents, principals, assistants to the principals, directors, EAC coordinators, consultants, administrative assistants, supervisors trainees, and all confidential or supervisory employees.~~

Duty Day A "~~D~~duty ~~D~~day" is a day a teacher is required by contract to perform basic duties.

Other Terms Other terms not specifically defined herein have the meanings given them under PELRA.

1.08 Employee Rights

1.08.1 Fair Employment Practices

The District Employer undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any rights conferred by the PELRA or other state or federal laws. The District Employer will not discriminate against any teacher with respect to hours, salaries, terms or conditions of employment, by reason of membership in the Union, participation in any activities of the Union or collective professional negotiations with the District Employer, or institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

The parties agree that there will be no discrimination against any teacher by reason

of protected class (e.g., race, color, creed, religion, ethnicity, marital status, age, sex, sexual orientation, gender identity, disability, familial status, status with respect to public assistance, or national origin), and that the provisions of this Agreement are applied in a manner that is not arbitrary, capricious, or discriminatory.

1.08.2 Personnel Files

Teachers may request a copy of all evaluative material generated within the District and have recourse through the grievance procedure to purge false or misleading information. The District Employer may charge teachers the cost to make these copies.

1.08.3 Teacher Discipline

No teacher will be disciplined without just cause.

1.09 Meet and Confer

The District Employer and the Union mutually recognize that PELRA provides for the establishment of procedures whereby the parties have the obligation to meet and confer on the District's educational policies and on matters relating to employment.

The parties agree to establish a meet and confer committee that meets at the request of either party at a mutually agreeable time to consider any matter subject to the meet and confer process under PELRA, but no less often than once every four months.

2. SALARIES AND RELATED ITEMS COMPENSATION

2.01 Individual Teacher Contracts

All probationary teachers are employed by written contract, which will be signed by the teacher and by the Chairperson and Clerk of the Board of Education. Each probationary teacher is compensated according to the terms of the individual contract. Compensation is consistent with the specific terms and conditions of this Agreement. All continuing contract teachers shall receive an annual notice of compensation by November 15, unless a new Agreement has yet to be ratified. In this case, teachers will receive the annual notice of compensation within sixty (60) days of Agreement ratification. The notice of compensation will be consistent with the terms and conditions of this Agreement.

2.02 Salary Schedules

The salaries set forth in Appendices A and B (which are attached hereto and made a part of this contract) are effective as of July 1, 2021 2023, and until June 30, 2023 2025. Salary schedules apply to the performance of basic duties for one hundred eighty-four (184) days, as specified in Section 5.01, during each of the above contract years. Part-time teachers contracted to work less than the full-time duty day or less than the full number of duty days in the work year will be paid pro-rata from these salary schedules.

2.03 Status of Salary Schedules

The salary schedules set forth in this contract are not, and will not be construed to be, a part of the individual contract or continuing contract of any individual teacher. These salary schedules expire as of June 30, ~~2023~~ 2025.

2.04 Pay Periods

The teacher has the option of nineteen (19) or twenty-four (24) pay periods per year. Probationary teachers must state the choice when individual contracts are signed, or by May 1 of the prior fiscal year when negotiations have not been completed prior to that date. Continuing contract teachers must notify the business office by May 1 of the prior fiscal year if they want to change their payment option.

2.05 Credit for Outside Experience

Initial placement on the salary schedule is as mutually agreed upon by the teacher and the District Employer.

Teachers whose Edina experience is interrupted by military service will be given experience credit on the salary schedule upon their return for the time spent in such service.

2.06 Increases in Salary

2.06.1 Training

Salary adjustments for increased training are made twice each year. The first adjustment is made during November and based upon credits and degrees completed prior to September 1. Requests for adjustments in November must be filed on or before October 15 in order to be considered. Upon approval of a November adjustment, the applicable salary increase for a full contract year includes retroactive pay to the beginning of the year and the new pay rate will be paid over the remaining pay periods.

The second adjustment is made during April and based upon credits and degrees completed prior to February 1. Requests for adjustments in April must be filed on or before March 15 be considered. Upon approval of an April adjustment, one-half (1/2) of the full year salary increase will include a retroactive payment from the mid-point of the school year and the new pay rate will be paid over the remaining periods. In the event that an official transcript from the higher education institution where the credits were earned is unavailable in time to meet the October 15 deadline, the leader of Human Resources (“Human Resources”) may extend the October 15 deadline for up to thirty (30) days upon receipt of proof of credits earned that Human Resources determines to be acceptable. Requests for salary adjustments must be accompanied by a transcript of credits earned since the last adjustment was made.

2.06.2 Training Requirements for Basic Salary Adjustment for Teachers

Training Level	Description
BA BA+15	A bachelor's degree issued by an institution approved by the North Central Association or an equivalent regional accrediting association. Exceptions to accreditation will be granted only with the approval of Human Resources.
BA+30 BA+45	Thirty (30) Quarter Hours or twenty (20) Semester Hours. Placement will be authorized with the approval of Human Resources. Prior approval of the training program is strongly recommended.
MA MA+15	A master's degree issued by an institution approved by the North Central Association or an equivalent regional accrediting association
MA+30 MA+45	A master's degree plus thirty (30) quarter hours or twenty (20) semester hours.* Placement will be authorized with the approval of Human Resources. Prior approval of the training program is strongly recommended.
MA+60 Education I Specialist Doctorate SPEC DR	An educational specialist degree or doctorate degree issued by an institution approved by the North Central Association or an equivalent regional accrediting association. New placements for educational specialist and doctorate degrees will be restricted to degrees earned in education majors or programs germane to a teacher's assignment. A master's degree plus sixty (60) quarter hours or forty (40) semester hours. Placement will be authorized with the approval of Human Resources. Prior approval of the training program is strongly recommended.

*Use of Prior Credit: Credits not required for the master's degree may, with the approval of the Human Resources Department, be applied to lane changes beyond the master's degree, even though such credits were earned prior to the granting of the degree.

2.06.3 Requirements for Credit Approval

Admittance to the graduate school of an institution approved by the North Central Association, or an equivalent regional accrediting association, is a prerequisite to the acceptance of salary schedule credit for graduate work. The following exceptions to this requirement are authorized:

1. Credits at the graduate level may be approved without admittance to a graduate school; however, the course must be eligible to count toward a graduate program at that institution.
2. Undergraduate credits may be approved when requested by the District Employer for the good of the District. This request may be initiated by the teacher.
3. Credits may be approved for salary schedule purposes upon the completion of District organized professional growth classes that take place outside the

duty day. One quarter credit may be approved for the successful completion of workshops of at least ten (10) hours, and two (2) quarter credits may be approved for the successful completion of workshops of at least twenty (20) hours. Partial credit will not be given for workshops of less than ten (10) or twenty (20) hours. Teachers must receive certification of completion of the course requirements to receive credit. Teachers receiving credit will not receive any other hourly remuneration for the classes. A maximum of six (6) credits earned under this paragraph may be allowed per salary lane change.

4. Any other exceptions to the requirements listed in this section must be approved in advance by Human Resources.

Acceptance of credit work for salary schedule purposes must be certified by an official transcript from an accredited institution.

Teachers may only receive a salary adjustment based upon credits taken during paid release time from their duty day provided they received prior approval of the Human Resources.

Credit work certified for salary schedule purposes is in the teacher's major or minor field, or with the approval of Human Resources, in a related educational field. Programs specifically leading to degrees in other professional fields, including but not restricted to law and medicine, will not be approved for salary schedule placement purposes.

Social workers, without a Bbachelor's Ddegree in social work and whose master's degree required fifty (50) or more semester credits, will be granted fifteen (15) quarter credits beyond the MA master's degree level for the purposes of lane advancement.

2.06.4 Tuition Reimbursement

When the District Employer requests a teacher to take a specific course or courses from an academic institution, the District Employer will reimburse the teacher for tuition costs. The Superintendent will notify the teacher in writing of the specific course or courses requested by the District for which the teacher will be reimbursed. This request may be initiated by the teacher. Credits reimbursed in this manner will only be utilized for placement on the teachers' salary schedule with the prior approval of Human Resources.

2.06.5 Career and Technical Education (CTE) Teachers

With District preapproval, teachers of vocational and CTE courses may use college or university credits required to obtain vocational/CTE licensure towards a salary lane change beyond the master's degree lane. If a teacher has already advanced to the maximum educational lane on the salary schedule, then they can request payment and/or reimbursement for tuition and books required to obtain vocational/CTE licensure. Whether to approve the teacher's request for tuition and books is determined by the District in its sole discretion.

2.07 Full Year Credit for Purposes of Step Advancement

Any teacher who works more than half the duty hours (defined as **seven hundred thirty-six (736)** of **one thousand four-hundred seventy-two (1472)**) in any school year will be given one **(1)** full year of credit for the purpose of step movement on the teachers' salary schedule. Any teacher who serves less than half the duty hours in any school year **are is** allowed to accumulate these duty hours for the purposes of this provision. When the cumulative number of duty hours exceeds half the duty hours, as defined above, during any school year, the teacher is credited with one **(1)** full year of credit beginning with the start of the next school year. The teacher will then begin accumulating, from zero, additional duty hours toward the next "Full Years Credit" with the start of the next school year.

2.08 Payroll Deduction – Dues Check Off

Any teacher may authorize deductions from regular pay for membership dues in the Union. Additionally, a teacher may authorize deductions from regular pay for political action committee contributions; deductions must be authorized in writing. Requests for membership dues deductions must be received in writing by the business office and **will continue** in effect from year to year unless **revoked between June 1 and September 1 for the following contract year the District receives written notice from the Union President that a teacher has canceled their authorization.** Pursuant to such authorization, the **D**istrict deducts a proportionate amount of dues from each paycheck the teacher receives during the contract year. **The Union shall indemnify and hold the District harmless for the deductions made under this authorization.**

2.9 Tax-Sheltered Annuities

The **District Employer** supplements the Minnesota Teachers' Retirement Association Program through a tax-sheltered annuity program. The District matches individual contributions to the annuity fund as follows:

Placement	District Match to Employee Teacher Contribution
Step A and Step B	All BA levels lanes : Are not eligible to participate. MA levels lanes and above: 1.5 % of basic salary.
Step C and above	All lanes : Two percent of basic salary.

To become a carrier under the District's tax-sheltered annuity program, a company must enroll a minimum of **twenty (20)** employees. Any removal of an approved carrier from the list of approved carriers must be mutually agreed to by the **District Employer** and the Union. The scheduled deadline date for the designation of a 403(b) or 457 deferred compensation carrier and the amount of the employee contribution is the first Friday of December. For a teacher who changes training levels during the school year, the appropriate increase to the **District's Employer's** matching amount will be contributed to the teacher's designated tax-sheltered annuity.

Eligibility While on Leave or Temporarily Employed

1. Temporary Employees Teachers temporarily employed are not eligible to participate in the tax-sheltered annuity program.
2. Sabbatical Leave Teachers on sabbatical leave are eligible to participate in the tax-sheltered annuity program.
3. Military Leave Teachers on military leave are not eligible to participate in the tax-sheltered annuity program, except as provided for in Minn. Stat. § 192.26.
4. Medical Leave Teachers on medical leave are not eligible to participate in the tax-sheltered annuity program.
5. Long Term Leave of Absence Without Pay Teachers on long term leave of absence without pay are not eligible to participate in the tax-sheltered annuity program.

2.10 In-District Travel

The rate of reimbursement for teachers whose regular teaching assignments requires interschool travel within a duty day is at a rate uniformly established for all **ed**District employees in accordance with appropriate I.R.S. rules.

2.11 Retirement

Teachers who retire and meet the eligibility requirements of Minn. Stat. § 471.61, subd. 2b are eligible to continue indefinitely, at their own expense, participation in the District's group health and dental plan. These teachers may also continue, at their own expense, participation in the District's group life insurance plan, to the extent and for the duration permitted by the terms of the insurance plan. Upon becoming eligible for Medicare benefits, in order to continue on the District's health insurance benefits, the retired teacher must purchase a Medicare supplement policy directly through the hospitalization-medical insurance carrier. Payment for this coverage must be paid directly to the carrier.

2.12 Early Retirement Incentive Payment

2.12.1 Eligibility

A teacher hired before October 1, 2023. Any teacher who has reached age **fifty (50)** and who has worked a minimum of **fifteen (15)** full years, as defined in section 2.07 of the Agreement, in the Edina School District and who elects to voluntarily retire at the end of any academic year is eligible for a payment equivalent to **one hundred fifty (150)** days of basic salary based on the last year of employment.

For part-time teachers, payment will be pro-rated based on the teacher's full-time equivalent in the teacher's last year of employment.

Teachers on an extended leave of absence, career change leave of absence, or long-

term leave of absence without pay cannot achieve eligibility for any payments under Article 2 during the term of their leave of absence. To be eligible for any of the payments provided in Article 2, a teacher must have: 1) met all eligibility criteria to receive such payment(s) prior to beginning their leave of absence; or 2) returned from their leave of absence and taught in the District for a minimum of one (1) school year. This requirement does not apply to a teacher on an approved disability/ medical leave.

2.12.2 Early Retirement Incentive Payment Schedule and Distribution

An eligible teacher who retires will receive the early retirement incentive payment (**one hundred fifty (150)** days of basic salary) divided into two separate accounts: (1) one payment into the Health Care Savings Plan (**twenty-five (25)** percent of the early retirement incentive payment); (2) three payments into the 403(b)/457 account established by the teacher (**seventy-five (75)** percent of the early retirement incentive payment).

Below is how the early retirement incentive payment will be deposited into the specified accounts: Health Care Savings Plan (“HCSP”): For all eligible employees, the Employer deposits one lump sum, which is **twenty-five (25)** percent of the early retirement incentive payment, into the teacher’s account with the Minnesota State Retirement System’s Health Care Savings Plan.

Payment Date	HCSP Amount
Prior to June 30 th of Retirement Year	25% of early retirement incentive payment

403(b)/457 Account Established by Teacher: For all eligible teachers, the **District Employer** shall deposit three equal payments, which total **seventy-five (75%) percent** of the early retirement incentive payment, into the 403(b) account established by the teacher.

Payment Date	403(b)/457 Amount
July 20 th 1 st yr	1/3 of 403(b) payment
July 20 th 2 nd yr	1/3 of 403(b) payment
July 20 th 3 rd yr	1/3 of 403(b) payment

2.12.3 Early Retirement Incentive Application

Applications for early retirement incentive payment for retirement at the end of the academic year must be submitted to the Human Resources Department by February 1. The retiring teacher must provide the District with account information for the teacher’s 403(b)/457 for the deposits to be made. In lieu of the early retirement incentive payments provided in this Section 2.12, a teacher may elect to receive early retirement incentive payments for which the teacher has qualified under the terms of any contract covering another bargaining unit within the **d**District. If a retired teacher dies before all or a portion of the early retirement incentive has been disbursed, any balance remaining is paid to a

named beneficiary or, lacking same, to the deceased's estate.

2.13 Employer Contribution Toward Hospitalization-Medical Insurance

2.13.1 Employer Contribution Toward Hospitalization-Medical Insurance, Employed Prior to July 1, 2011

A teacher (as defined by PELRA) who: (1) was employed as a teacher by the District before July 1, 2011 (does not include substitute teachers unless assigned for the duration of the entire school year to replace a regular teacher on a leave of absence); (2) has been assigned by the District to regularly work at least thirty (30) hours per week for a minimum of fifteen (15) full years as defined in section 2.07 (meaning works at least seven hundred thirty-six (736) hours of one thousand four-hundred seventy-two (1,472) hours required for a full-time teacher); ~~and~~ (23) is eligible for and receives an early retirement incentive payment under ~~Section~~ 2.12 of this Agreement; and (4) is enrolled in the District's hospitalization-medical insurance plan at the time of their retirement is also eligible for ~~an Employer~~ contribution toward the ~~District's Employer's~~ hospitalization-medical insurance plan in an amount equal to the ~~District's Employer's~~ monthly contribution for single coverage at the time of retirement. The ~~District's Employer's~~ contribution will increase each year by the same amount as its the Employer's contribution to single coverage for active teachers during the period of eligibility.

A teacher (as defined by PELRA) who: (1) was employed as a teacher by the District before July 1, 2011 (does not include substitute teachers unless assigned for the duration of the entire school year to replace a regular teacher on a leave of absence); (2) has been assigned by the District to work at least twenty (20) hours per week but fewer than thirty (30) hours per week for a minimum of fifteen (15) full years as defined in section 2.07 (meaning works at least seven hundred thirty-six (736) hours of one thousand four-hundred seventy-two (1,472) hours required for a full-time teacher); (3) is eligible for and receives an early retirement incentive payment under section 2.12 of this Agreement; and (4) is enrolled in the District's hospitalization-medical insurance plan at the time of their retirement will receive a prorated contribution toward the District's hospitalization-medical insurance plan. During the period of eligibility, the District's contribution will increase each year by the same amount as its contribution to single coverage for active teachers assigned to work at least twenty (20) hours per week but fewer than thirty (30) hours per week.

If the District's monthly contribution towards its hospitalization-medical insurance is greater than the cost of the monthly premium for the plan chosen by the teacher, then any excess amounts remain with the District. The teacher shall have no right to receive payment or credit for any excess amounts.

The ~~District's Employer's~~ premium contribution identified above will cease as of: (1) the date the teacher becomes eligible for Medicare; (2) nine (9) years from the date of retirement; or (3) the teacher's death, whichever is earliest.

In no event will a combined total of early retirement incentive pay and additional employer premium contributions exceed one year's pay.

2.13.2 Employer Contribution Toward Health Reimbursement Account, Employed On or After July 1, 2011

Teachers hired after July 1, 2011 are not eligible for the retiree health insurance benefits under Section 2.13.1. For teachers hired after July 1, 2011 and not eligible for the contribution in Section 2.13.1, the District Employer will contribute \$600 annually to a Minnesota State Retirement System's Health Care Savings Plan after the teacher receives a non-probationary continuing contract status as a teacher covered by the Agreement between the Union and the District Employer.

2.13.3 Employer Contribution to Health Reimbursement Account for Teachers Having a Basic Leave Accrual in Excess of 150 Days

A full-time teacher who is eligible for and receives an early retirement incentive under Section 2.12 is also eligible for an Employer contribution toward the Minnesota State Retirement System's Health Care Savings Plan. The cumulative total of this Employer contribution will not exceed an amount determined by multiplying \$35 times the number of the teacher's accumulated unused basic leave allowance days in excess of one hundred fifty (150), as of the date of retirement. The amount identified above will be deposited in the retiree's account with the Minnesota State Retirement System's Health Care Savings Plan.

2.14 Wellness Center Usage

Retired teachers who: (1) are eligible for and enrolled in the District's hospitalization-medical plan pursuant to section 2.13.1 of this Agreement; (2) sign the District's User Agreement, Release and Waiver of Liability form; and (3) follow all Wellness Center rules and regulations as determined by the District, are eligible to use the Wellness Center at Edina High School during times designated by the District. Only retired teachers meeting the above eligibility requirements may use the Wellness Center. Guests are not permitted. User Agreement, Release and Waiver of Liability forms may be obtained in the Human Resources Department.

To assure cost neutrality, the District and the Union agree different requirements may be placed on this section during the term of this Agreement.

2.15 Differential for Multi-Grade and Multi-Department Assignments

A salary differential in the amount of \$450.00 per semester is paid to each teacher who meets one of the following criteria:

1. An elementary teacher or subject-matter specialist in a multi-grade teaching assignment required and approved by the Employer. Assignments that qualify for this differential would be limited to multi-grades within a single class section for a full teaching day. This qualification would not include subject matter specialists or other teachers who teach at more than one grade level during the course of a

teaching day.

2. A secondary teacher in a teaching assignment required and approved by the **District Employer** that involves at least one **(1)** hour per day for the full semester in two **(2)** or more of the following departments or special areas:

AVID	AP Computer Science
Business & Coop. Education	Family and Consumer Sciences
Language Arts	Natural (Biological) Science
Physical Education & Health	Physical Science
Mathematics	Music
Social Studies	Special Education
Technology Education	Visual Arts
World Languages*	

*Each world language will count as a separate area.

3. A secondary teacher who teaches two **(2)** or more separate levels of World Language or Visual Arts courses during the same class period.

2.16 Licensed Independent Clinical ~~School~~ Social Worker (LICSW)

Full-time School Social Workers who achieve and maintain **a Minnesota Licensed Independent Clinical Social Worker license (LICSW) or Diplomate in Clinical Social Work (DCSW) from the National Association of Social Workers or Diplomate in Clinical Social Work (BCD) from the American Board of Clinical Social Work** will receive an additional \$2750 per year. Part-time social workers will receive a pro-rata amount of this stipend.

2.17 National Certifications

1. National Teacher Board Certification
Teachers who achieve and maintain National Teacher Board Certification (“NTBC”) will receive an additional \$4000 per year. Part-time NTBC Teachers will receive a pro-rata amount of this stipend.
2. National Certification Speech-Language Pathologists
Full-time speech-language pathologists who achieve and maintain national certification from the American Speech-Language-Hearing Association will receive an additional \$2750 per year. Part-time speech-language pathologists with national certification will receive a pro-rata amount of this stipend.
3. National Certification School Psychologists
Full-time school psychologists who achieve and maintain national certification from the National Association of School Psychologists will receive an additional \$2750 per year. Part-time school psychologists with national certification will receive a pro-rata amount of this stipend.
4. National Certification Occupational Therapists
Full-time occupational therapists who achieve and maintain national certification

will receive an additional \$2750 per year. Part-time occupational therapists with national certification will receive a pro-rata amount of this stipend.

5. National Certification Licensed School Nurses

Full-time school nurses who achieve and maintain national certification will receive an additional \$2750 per year. Part-time school nurses with national certification will receive a pro-rata amount of this stipend.

6. National Certification Physical Therapists

Full-time physical therapists who achieve and maintain national certification will receive an additional ~~\$1250~~ \$2750 per year. Part-time physical therapists with national certification will receive a pro-rata amount of this stipend.

7. National Certification School Counselors

Full-time school counselors who achieve and maintain national certification from the National Board for Certified Counselors will receive an additional ~~\$1250~~ \$2750 per year. Part-time school counselors with national certification will receive a pro-rata amount of this stipend.

3. LEAVES OF ABSENCE

3.01 Basic Leave Allowance

A leave allowance of ~~twelve~~ (12) days will be granted for each school year. Leave not used during any school year may accumulate without limit. Basic leave may be deducted in increments of four (4) hours, six (6) hours, or eight (8) hours for full-time teachers. For part-time teachers, leave time may not be deducted in daily increments greater than the daily increment the teacher is granted at the beginning of the school year.

A teacher may request leave in one (1) or two (2) hour increments where the teacher does not need classroom coverage of any kind, or a substitute is available to cover the teacher's absence. Whether to approve an absence request for two (2) hours or less is at the sole discretion of the building administrator or designee. For the purposes of this section, substitute coverage refers to daily or building substitutes and does not include substitute services performed by another member of the bargaining unit.

3.01.1 Disability Leave

A teacher may use one (1) day of accumulated basic leave allowance for each regular teaching day the teacher is absent because of illness or physical disability, including illness or disability resulting from pregnancy or childbirth. Any teacher who has been absent may be required to present a statement from a physician verifying an illness and certifying that the teacher has recovered sufficiently to return to normal duties. Any teacher absent more than five (5) consecutive working days must present this certification. If certification is required for an absence of less than six (6) days, the Employer will designate the physician and pay the physician's fee. Charges for certification for absences greater than five (5) consecutive working days will be the teacher's responsibility unless the ~~school~~ district requires examination by a specified physician.

A teacher who is compensated under the provisions of the Workers' Compensation

Act and/or income protection insurance is paid the difference between such compensation received and the teacher's basic salary to the extent of accrued basic leave earned.

Deductions are made from the teacher's basic leave accrual according to the pro rata portion of basic leave used to supplement these benefits. While a teacher is receiving income protection insurance or workers' compensation income replacement benefits, the teacher also remains eligible for the District Employer premium contribution to hospitalization-medical coverage.

3.01.2 Disaster Leave – Sick Leave Pool

~~For the duration of the 2021-2023 contract, the following language sick leave pool language applies:~~

Purpose

1. The purpose of the sick leave pool is to support teachers who have exhausted their basic leave bank and are themselves or have an immediate family member in need of medical attention.
2. The sick leave pool coordinates with Long-Term Disability ("LTD"), which begins after teachers have been absent from their position sixty-five (65) consecutive workdays. After sixty-five (65) consecutive workdays, the teacher must apply for LTD or return to work.

Sick Leave Committee

1. The sick leave pool is administered by the EM/E President sick leave pool committee composed of 3 employees appointed by EM/E and one (1) non-voting member to be appointed by the department of Human Resources. The non-voting member will assist the EM/E President sick leave committee in administration of the pool.

Employee Request

1. A written request for use of sick leave pool days must be provided to Human Resources and accompanied by a licensed physician's verification that the teacher is unable to work due to the teacher applicant or teacher's applicant's immediate family member's illness. For purposes of Section 3.01.2, an immediate family member includes a spouse, life partner, parent, child, or other for whom the teacher applicant is a legal guardian.
2. The Human Resources Department will confirm the receipt of the request within forty-eight (48) business hours and forward the request to the members of the sick leave committee for review.
3. Approval of sick leave requests will be granted based on the eligibility criteria noted below.

Employee Eligibility

1. The teacher must be a member of the have elected sick leave pool membership during the enrollment period to make a request of the sick leave pool.
2. The sick leave pool is available for use by teachers who have exhausted their basic leave bank and are themselves or have an immediate family member

- experiencing a medical emergency in need of medical attention. The teacher must have exhausted all the teacher's basic leave allocation.
3. The teacher must provide a licensed physician's verification that the teacher is unable to work due to the their illness applicant or their applicant's immediate family member's illness.
 4. The teacher may apply for leave from the sick leave pool when they are experiencing or will experience a medical emergency or intermittent absences that are related to the same medical emergency. A "medical emergency" is defined as a medical condition of the teacher or immediate family member that will require a prolonged absence from work.
 5. The teacher must provide a licensed physician's verification that the teacher is unable to work for the time requested due to their illness ~~the applicant~~ or their applicant's immediate family member's illness. Teachers receiving workers' compensation are not eligible to draw from the sick leave pool.
 6. Sick leave days from the sick leave pool may be drawn only for designated teacher calendar duty days.
 7. Benefits from the sick leave pool will end upon a teacher's member's qualification for benefits from the long-term disability insurance plan, the Teachers' Retirement Association, or Social Security.
 8. A teacher cannot exceed the career maximum of one hundred ninety-five (195) days of sick leave pool use inclusive of previous days used as disaster leave under Section 3.01.02.

Donation of Sick Days

1. Teachers will be able to donate their basic leave under Section 3.01 into the sick leave pool during any leave drive. All donated days will be deducted from the teachers' accrued basic leave totals under Section 3.01.
2. A leave drive will occur annually in September.
3. Should the number of days in the sick leave pool at the end of December be less than five hundred (500) days, the sick leave pool committee will decide whether a leave drive will occur, or each member of the pool would be required to donate one (1) day to remain in the pool.

Membership

1. Teachers are eligible to be a member of the EM/E sick leave pool.
2. To become a member of the EM/E sick leave pool, teachers must donate at least one (1) day at the teacher's full-time equivalency.
3. Teachers must complete and submit a sick leave pool enrollment form to join the sick leave pool.
4. New teachers to the ~~d~~District are automatically enrolled in the sick leave pool and can opt out within the first thirty (30) calendar days from the teacher's start date.
5. Teachers who have not elected to become a member of the sick leave pool, may elect to become a member during a period of a sick leave pool leave drive by contributing one (1) day for each year that the teacher was eligible but declined participation.

6. A written request to withdraw from sick leave pool membership in the sick leave pool must be made to the sick leave pool committee prior to ten (10) duty days after the first duty day for all teachers.
7. As a condition of making a withdrawal from the sick leave pool, teachers who have accessed the sick leave pool must remain members of the sick leave pool for the duration of their career in the edDistrict.

Other Provisions

1. All days donated to the sick leave pool are irretrievable by the donor teacher.

3.01.3 Family Illness or Bereavement Leave

A teacher may use accumulated basic leave provided by the District Employer for absences due to an illness, or injury or death to the teacher's family member or domestic partner residing nonrelative living in the teacher's household that relies on the support of the teacher for reasonable periods. The leave is on the same terms the teacher employee is able to use accumulated basic leave allowance for their teacher's own illness or injury. The teacher may use accumulated basic leave at no salary deduction. For necessary absence because of the death of friends, the teacher may use accumulated basic leave at no salary deduction.

Medical leave taken under the provision is considered as a leave taken under the Federal Family and Medical Leave Act (FMLA) when so designated by the District. Teachers may, without deduction from pay or leave, also attend local funerals when the absence involves approximately two hours and when classes can be arranged for within the staff.

3.01.4 Bereavement Leave

In the event of the death of a teacher's spouse, child, parent, sibling, or domestic partner residing in the teacher's household; or the child, parent, or sibling of the teacher's spouse, five (5) days of paid bereavement leave without deduction from the teacher's accrued basic leave may be used.

A teacher may use five (5) additional days of their accrued basic leave due to the death of their spouse, child, parent, sibling, or domestic partner residing in the teacher's household.

A teacher may use up to two (2) days of accumulated basic leave in the event of the death of other relatives or friends.

At the discretion of the Superintendent or designee, additional leave may be allowed under this section and deducted from a teacher's accrued basic leave.

Teachers may, without deduction from pay or leave, also attend local funerals when the absence involves approximately two hours and when classes coverage can be arranged

for within the staff.

3.01.5 Personal Leave

Up to four (4) days leave allowance during any one regular school year may be used by a teacher for personal leave.

Requests for personal leave must be submitted in writing to the Superintendent or the authorized representative at least three (3) duty days in advance except in cases of extreme emergency.

A teacher making a timely request for personal leave may use such leave unless the teacher is notified that the Superintendent or Human Resources Department has denied the request because it does not meet the established percentage or numerical criteria. A teacher will be notified in writing of the approval or denial of a request for personal leave on or before the second duty day preceding the day requested, except that the District Employer always has a minimum of two (2) full duty days within which the request may be denied because it does not meet the established percentage or numerical criteria. No more than ten (10) percent of the teachers in any one building will be granted personal leave for the same day. The ten (10) percent limitation does not restrict such personal leave allowance to less than three (3) teachers in any single building.

On the days preceding and following a holiday or school break, no more than two (2) teachers per elementary building or two (2) percent of the teachers per secondary building will be granted personal leave on the same day. In unusual circumstances, the Superintendent or Human Resources Department may elect to exceed the limitations on the number of teachers on personal leave on any given day.

3.01.6 Religious Holiday Observance Leave

Up to three (3) days paid leave may be granted to a teacher for required religious holiday observance. These paid days must be used to observe recognized religious holidays and are not permitted for circumstances where personal alternative attendance options exist. Where approved, religious holiday observance leave will not be deducted from a teacher's accrued basic leave. A teacher's use of these days is deducted from the basic leave allowance. Requests for religious holiday observance leave must be made via the District's electronic absence management system at least thirty (30) calendar days prior to the requested leave date. The Human Resources Department will review requests for religious holiday observance leave in the order received. If adequate substitute coverage is not available, then it may be necessary for the District to deny such requests or approve leave in less than full day increments to ensure as many teachers as possible are able to observe their religious holiday. The District will respond to requests for Religious Holiday Observance Leave within fifteen (15) days of the submitted written request with approval or denial. Notification must be submitted to the Superintendent, or Human Resources Department, in writing, at least three days prior to such absences.

3.01.7 Additional Personal Leave

One (1) additional personal leave day with pay is granted to any teacher who completed the full prior school year without using any leave allowance for disability leave, disaster leave ~~- sick leave pool~~, family illness, ~~or bereavement death~~ leave, or personal leave, as provided for in Sections 3.01.1, 3.01.2, 3.01.3, 3.01.4, and 3.01.5 of the Agreement. This additional leave day may be used at the teacher's discretion upon three (3) duty days of written notice to Human Resources Department subject only to the numerical limitation on numbers of leaves in a single day as specified in Section 3.01.5. The teacher may request that this additional unused leave day be reimbursed at the end of the school year at the ~~current casual substitute daily pay~~ rate ~~of \$175.00 per day~~.

~~3.01.7 Attendance Incentive~~

~~On behalf of each teacher who meets the following criteria for use of basic leave days in a school year and who has at least 65 accrued basic leave days, the Employer will automatically deposit into the teacher's account with the Minnesota State Retirement System's Health Care Savings Plan ("HCSP") the stated number of days at the casual daily substitute rate. Such deposit will be made by June 30 of each calendar year. The teacher's basic leave day balance will automatically be reduced by an equivalent number of days.~~

~~Use of 3 or 4 basic leave days = 2 days at the casual daily sub rate
Use of 1 or 2 basic leave days = 3 days at the casual daily sub rate
Use of no basic leave days = 4 days at the casual daily sub rate~~

3.02 Compensatory Time

3.02.1 Guidelines

1. The accumulation of compensatory days must be pre-approved by the appropriate principal/supervisor.
2. Compensatory time will be earned on a day-for-day basis. Teachers can either receive time off or compensation at the ~~current casual substitute base-rate of \$175.00 per day~~. ~~Part-time teachers are eligible for a prorated amount based on their full-time equivalency.~~
3. No more than ~~ten (10)~~ percent of licensed staff in an individual building may use compensatory time on any given day.
4. No more than two (2) compensatory days may be taken consecutively. Compensatory days may be combined with other leaves, with approval of the appropriate supervisor, one time during a career in the District.
5. Compensatory days may not be taken on District in-service days unless arranged in advance with the building principal or Director of Teaching and Learning.
6. Compensatory usage requests must be made at least three (3) days in advance.

7. No compensatory days may be taken after May 15.
8. There is no carryover of compensatory days from one year to the next.
9. Compensatory day usage is limited to two (2) days per year unless additional time is granted by the appropriate supervisor.
10. Appropriate uses of compensatory days are subject to annual review.

3.02.2 Approved Uses for Compensatory Days

The following guidelines are used when these opportunities are preapproved by the appropriate principal/supervisor:

1. Kindergarten Information Night and Kindergarten Registration: One (1) day per school year.
2. Environmental Learning Camps: Up to two (2) days can be used for accompanying students to camp during each school year.
3. College Recommendation Writing: One (1) day of compensatory time will be granted for a minimum of twelve (12) students who request college recommendations, to a maximum of two (2) days per school year. Only two (2) compensatory days may be used in any school year.
4. Early Conferences: Two (2) days per school year. Kindergarten teachers earn one (1) compensatory day. (Note: Kindergarten teachers have two (2) days in September without students to conduct most of the early conferences.)

3.02.3 Unapproved Activities for Earning Compensatory Days

1. Building, department, and district meetings.
2. Weekend attendance at local, state, and national conventions and other workshops.
3. Lost prep time.
4. Duties performed as part of an extra-curricular position for which a contract has been issued.

3.03 Professional Leave

Professional leave without deduction from pay or basic leave allowance may be approved to permit attendance at professional meetings and subject matter conferences, professional visitations in an approved school system or institution of higher learning, or the carrying out of other professional duties. This leave must be approved in advance by the Superintendent or designee. Teachers applying for this leave will be notified of approval or rejection within five (5) working days of the application date.

3.04 Workload Relief Days

The purpose of workload relief days is to provide teachers time during the duty Day to complete job-related responsibilities. Possible uses include, but are not limited to: lesson planning, team planning, assessing student work, curriculum planning and data

analysis.

1. Each teacher will receive one (1) workload relief day each year.
2. Workload relief days may only be used between October 1 and May 15.
3. A teacher must schedule to use a workload relief day at least three (3) days prior to the date(s) requested.
4. Workload relief days are not meant to replace professional leave that traditionally has been granted for specific activities (e.g., curriculum review cycle).
5. Teachers will have no basic leave deduction for using workload relief days.
6. Teams of teachers are encouraged to schedule their workload relief days jointly, though this is not a requirement.
7. Workload relief days may not be used on Monday or Fridays without prior approval from the Human Resources Department.
8. No documentation will be required for teachers to demonstrate how they used the workload relief days.
9. Workload relief days do not carry over from one year to the next year.
10. Workload relief days may not be used immediately before or after a holiday, school break, or personal leave day without prior approval of their site administrator.
11. Special education teachers who have already used the workload relief day provided in this section may request additional workload relief days. In partnership with the teacher's principal, the Director of Student Support Services will determine whether additional workload relief days are approved. The Director of Student Support Services decision to approve or deny additional workload relief days is not subject to the grievance process found in this Agreement.

3.05 Sabbatical Leave

Sabbatical leave for study or professional improvement may be approved by the District Employer. The purpose of a sabbatical leave shall be to afford current teachers, who have been successful in their teacher endeavors, opportunities to improve and enrich their professional lives. Teachers on intensive assistance are not eligible for sabbatical leaves. In order to be eligible for sabbatical leave, a teacher must have completed at least six (6) full regular school years of employment by the District Employer since the later of such teacher's initial date of employment by the District Employer or the expiration of such teacher's last previous sabbatical leave.

The District Employer may post a request for sabbatical applications relating to school and district initiatives. Such proposals will seek qualified applicants with an interest in the topic to consider applying for the sabbatical opportunity. This interest may coincide with the individual's graduate course work and/or final projects.

An application must be submitted by December 15 for a sabbatical leave during the next regular school year. Teachers with less than a mMaster's dDegree must have been accepted in a graduate school, have attained at least a bBachelor's dDegree plus

twelve (12) quarter hours graduate credit, and must submit for approval a tentative program leading to an advanced degree. An application by a teacher with less than a **mM**aster's **dD**egree must satisfy one of the following minimum programs:

- (a) **twenty-four (24)** semester or **thirty-six (36)** quarter hours of graduate work without an assistantship;
- (b) **twelve (12)** semester or **eighteen (18)** quarter hours of graduate work with an assistantship; or
- (c) plans to write a graduate thesis or dissertation.

A teacher with a **mM**aster's **dD**egree or training beyond that degree must include in the application a summary of plans for study, research and/or travel.

A sabbatical leave committee will screen the applications to select a list of finalists for leave consideration. The committee will use the criteria outlined in 3.05.1.1 to select qualified finalists. The selection committee shall include the following members: two **(2)** district administrators, two **(2)** principals, one **(1)** elementary teacher, one **(1)** mid-level teacher, one **(1)** high school teacher and one **(1)** teacher-at-large. The Superintendent or authorized representative will select the administrative representatives and the President of the Union will select the teacher representatives.

The maximum number of full-time equivalent sabbatical leaves granted for any one school year shall be one and three quarters (1-3/4) percent of the full-time teachers provided a sufficient number of applicants meet the qualifications enumerated in 3.05 and 3.05.1, as determined by the selection committee. Fractions over one half (1/2) will be rounded to the next larger whole number. Fractions less than one half (1/2) will be rounded down to the next smaller whole number. Length of leaves may be for a period of one-half year (first or second semester) or one full year.

A teacher who is unable to use a sabbatical leave approved by the Board is eligible to reapply for the following year, and will be given priority consideration provided the other sabbatical leave criteria are still met. If the teacher does not reapply, or otherwise fails to qualify for the sabbatical leave, the sabbatical leave will be open to other teachers who have properly submitted applications. In either event, such a sabbatical leave shall not count toward the one and three-fourths (1-3/4) percent limit otherwise applicable to that school year.

3.05.1 Sabbatical Leave Candidate Selection

Teachers who have been granted a previous sabbatical leave from the Edina Schools and teachers applying for a travel leave without a plan for at least **twelve (12)** quarter hours of study shall not be considered for sabbatical leave unless additional leaves are available after all other qualified candidates have been selected.

The following procedure shall be used in determining which qualified applicants receive sabbatical leave:

(a) The qualified applicants shall be divided into two divisions: elementary and secondary. Teachers shall be placed in the elementary division if their duty day is primarily associated with early childhood through grade five. Teachers shall be placed in the secondary division if their duty day is primarily associated with students in grade six through grade twelve. Teachers whose job assignments do not clearly align with these grade levels must, in their applications, select either the elementary or secondary division. Teachers may submit an application in only one division each application period.

(b) The qualified applicants in each division shall be divided into two categories, BA and MA. Teachers who are below the MA level on the salary schedule shall be placed in the BA category. Teachers who are on the MA level or above on the salary schedule shall be placed in the MA category.

(c) Sabbatical leaves shall be granted in the elementary and secondary divisions in the same proportion as total teachers in the elementary and secondary divisions in the school system. The definition of elementary and secondary teachers will be as previously defined in 3.05.1. Calculations shall be rounded to the nearest whole number.

(d) In each division sabbatical leaves shall be granted in the BA and MA categories in the same proportion as total BA and MA teachers in the division. The definition of BA and MA teachers will be as previously defined in 3.05.1. Calculations shall be rounded to the nearest whole number.

(e) In the event of a deficiency of applicants in one or more of the categories, qualified applicants from the other category in that division shall fill the vacancy or vacancies.

(f) In the event of a deficiency of qualified applicants in a division, qualified applicants from the other division shall fill the vacancy or vacancies.

The proportional allocations described in paragraphs (c) and (d) shall not apply until at least one sabbatical leave has been allocated to each of the BA and MA categories at both the elementary and secondary divisions. If there are fewer than five (5) sabbatical leaves available in total, they will be granted on the basis of factors listed below.

3.05.1.1 Selection Criteria

The sabbatical application form will provide applicants with direction and proposal evaluation criteria. The following factors will be considered in selecting the list of qualified applicants and in determining which qualified applicants should receive a sabbatical leave if there are more qualified applicants than sabbatical leaves available. These factors are not listed in priority order.

1. Proximity to degree sought. With current emphasis upon attainment of advanced degrees, those teachers who are closest to fulfilling requirements for an advanced degree will be most likely to confer the greatest benefit upon the District and themselves by receipt of a sabbatical leave. In addition, those who expended the energy, time, and financial resources in earning graduate credits would be most likely to make optimum use of the educational opportunities provided by the sabbatical leave.

2. Relevance of qualified applicant's program to their role in the District. The applicant should clearly identify within the application how the sabbatical proposal is relevant to his or her role in the District and how it relates to District initiatives and how it relates to student achievement. The school's District's primary objective in a sabbatical leave program should be to enhance the teacher's competence in his or her present function rather than to provide mobility from one field to another. For example, a teacher working toward an advanced degree in her/his teaching field should have priority over a teacher working toward a degree in administration or counseling. Programs specifically leading to degrees in other professional fields, including, but not restricted to law or medicine, shall not be approved for sabbatical leave.
3. Relevance to goals and strategic plans of the District and/or school building. The applicant should clearly identify within the application how the sabbatical proposal is relevant to school District initiatives and how it relates to student achievement.
4. Length of Service. After the above factors have been considered, if two (2) or more candidates are considered equal, remaining leaves shall be granted on the basis of seniority in the District.
5. Applicants will be informed in writing of the final status of their sabbatical application by January 15. For applicants whose applications were denied, sufficient feedback will be provided to assist the applicant should he or she decide to reapply for a sabbatical leave in the future.

A sabbatical leave for one (1) regular school year shall be conditioned upon agreement by the teacher to return to teach for the District Employer for at least two (2) full regular school years following the leave. A sabbatical leave for one-half (1/2) of a regular school year shall be conditioned upon agreement by the teacher to return to teach for the District Employer for at least one (1) full regular school year following the leave. If a teacher chooses not to return for service following sabbatical leave, the teacher shall refund to the District the total cost of basic salary and benefits paid to the teacher while on sabbatical leave. Benefits costs to be reimbursed include: FICA, TRA, Health, Dental, Life Insurance, and LTD Insurance.

A teacher must secure written approval from the Superintendent or his/her designee if the teacher desires or intends to significantly alter the approved sabbatical leave plan.

3.05.2 Sabbatical Leave Salaries

A teacher's salary while on the sabbatical leave will be fifty (50%) percent of the annual basic salary such teacher would have received in the absence of a sabbatical leave, except that the salary of a teacher who has completed at least eleven (11) full regular school years of employment by the District Employer since the termination of the last sabbatical leave for such teacher will be seventy-five (75%) percent of such annual basic salary. However, compensation by the District Employer during a sabbatical leave shall in no event exceed a sum which, when added to all grants, aids, G.I. Bill and similar payment (but excluding compensation for services rendered for assistantships and the like) equals the

total basic annual salary such teacher would have received in the absence of the sabbatical leave.

Salary for a part-time sabbatical leave shall be pro-rated for the period of the leave. Those teachers eligible to receive fifty (50%) percent of annual basic salary may elect to receive seventy-five (75%) percent of annual basic salary for the period of the leave and seventy-five (75%) percent of annual basic salary for a succeeding equal period of time.

A teacher on sabbatical leave remains eligible, upon request, for participation in all insurance programs for teachers. The District Employer contribution toward such insurance coverage shall bear the same ratio to the normal District Employer contribution for such teacher in the absence of a sabbatical leave as the ratio of such teacher's salary while on sabbatical leave to such teacher's annual basic salary. Each teacher electing to continue insurance coverage while on sabbatical leave shall contribute, through payroll deduction, any excess premium over the District Employer contribution.

3.05.3 Changes in Training Level

Individuals selected for sabbatical leaves may apply for a change of training level if all appropriate work has been completed by June 30 of the summer immediately preceding the leave.

This request for increased training level shall be made in a timely fashion to conform with the provisions of Section 2.06.

3.06 Long Term Extended Leaves of Absence Without Pay

Long term Extended leaves of absence without pay may be requested for a period of three (3) years. When approved for three (3) years, a teacher may return earlier as long as they provide such notice as required under this section.

When exceptional circumstances are present, a teacher may request an extended leave of absence without pay for a period of five (5) years. The District will consider the teacher's reasons for the five (5) year leave request against the complications of staffing an absence that extends beyond a long-term substitute teacher's probationary period and other important factors that impact student learning. When approved for five (5) years, a teacher may return earlier as long as they provide such notice as required under this section. Under no circumstances will an extended leave of absence be approved for a duration of more than five (5) years.

To be eligible for this leave a teacher must have completed a minimum of five (5) full regular school years of service with the District Employer and at least ten (10) years of allowable service as defined in Minnesota Statute section 354.05, subdivision 13 (ten years of full-time service teaching in a Minnesota public school). This leave does not commence prior to the teacher's sixth year of employment.

All extended long-term leaves of absence, except for medical reasons, must be

requested prior to February 1. If the criteria are met, the requested leave will be presented to the School Board for approval approved by the Employer for an initial period of one regular school year, except that a leave of absence due to medical reasons, if approved, will be for an initial period of the remainder of the regular school year in which such leave begins. Not later than February 1 of the school year preceding the school year in which the teacher wishes to return, or by February 1 in the calendar year in which the leave is scheduled to terminate each regular school year, a teacher on an extended long term leave must either notify the Human Resources Department in writing of their intent to return at the beginning of the next regular school year or request a renewal of the long term leave of absence. Failure of the teacher on an extended long term leave of absence without pay to notify of their intent to return or renew is deemed a resignation and the teacher's employment with the District will be terminated. Each renewal of a long term leave of absence will be for a period of one year. No long term leave will be for a total period of more than five years. A teacher granted an extended long term leave of absence will be returned to employment at the end of this leave of absence to a position for which the teacher is licensed. Failure to return upon expiration of the leave of absence will result in termination of employment.

A teacher on an extended long term leave of absence remains eligible, upon request, for participation in all insurance programs for teachers other than income protection insurance but must pay the entire premium for any elected insurance coverage. Premium payments must be received by the business office at least one month in advance.

No teacher will be granted experience credit while on an extended long term leave of absence.

3.06.1 Career Change Leave of Absence

A teacher may request a leave of absence during a school year under the following circumstances:

1. The purpose must be for a career change opportunity only.
2. The District Employer reserves total discretion to grant or deny such a request, and to establish the effective date of such leave if granted. No teacher, nor the Union, has any cause, whatsoever, to seek redress or review of the decision of the District Employer on such a request, nor shall such decisions be subject to arbitration.
3. A leave of absence granted during the school year, regardless of how many duty days have been served by the teacher, is considered a full year leave of absence and no experience credit for that year will be granted.

All provisions and requirements enumerated in Section 3.06 (Long Term Extended Leaves of Absence Without Pay) apply unless expressly superseded above.

3.07 Parental Leave

3.07.1 Parental Leave Without Pay

A teacher will be granted a leave of absence without pay for a period of up to **twelve (12)** months for the purpose of providing full-time care for a newborn or newly adopted child or children. Whenever possible, the teacher will submit a completed Request for Leave of Absence Form for this parental leave without pay to the Human Resources Department at least four **(4)** months prior to the expected commencement of the leave. The **District Employer** will use a long-term substitute, if necessary, to fill a vacant position resulting from a parental leave. Once a parental leave without pay has started, use of accumulated disability leave may be no longer available for the remainder of the leave without pay.

Following return to active teaching duty, the teacher will be credited with the amount of the teacher's unused leave allowance as of the date of commencement of the unpaid parental leave.

3.07.2 Parental Leave with Pay

A teacher may use up to **thirty (30)** days of accumulated basic leave for the birth of a child. These days need not be consecutive. Plans that include non-consecutive days are subject to mutual agreement between the **District Employer** and the teacher. These days may be used by either parent prior to and/or after a period of physical disability arising out of the birth of a child.

1. All teachers may use one **(1)** day of accumulated basic leave allowance for each duty day the teacher is absent because of illness or disability resulting from pregnancy or childbirth.
2. **Ten (10)** days or more: A teacher who uses **ten (10)** or more accumulated basic leave days for illness or disability resulting from pregnancy or childbirth may use an additional **twenty (20)** days of accumulated basic leave for the birth of a child as parental leave with pay.
3. Less than **ten (10)** days: A teacher who uses less than **ten (10)** accumulated basic leave days for illness or disability resulting from pregnancy or childbirth may use an additional accumulated basic leave, up to a total of **thirty (30)** basic leave days, for the birth of a child as parental leave with pay.
4. The teacher must have accumulated basic leave adequate to cover the paid leave time. All basic leave days used will be deducted from accumulated basic leave days.

A non-exhaustive list of examples of the application of this section can be found **in Appendix G below:**

- a) A teacher who has an uncomplicated birth during the school year and uses **thirty (30)** days of accumulated basic leave as disability leave may also use up to **twenty (20)** days of accumulated basic leave as parental leave with pay.

- b) A teacher who has a child during the summer months, and whose disability period falls entirely outside of the school year, may use up to thirty (30) days of accumulated basic leave for the birth of a child as parental leave with pay.
- c) A teacher who has a child during the summer months, but whose disability period lasts five (5) duty days into the school year, may use five (5) days of accumulated basic leave as disability leave and may also use up to twenty-five (25) days of accumulated basic leave as parental leave with pay.
- d) A teacher who has a child during the summer months, but whose disability period lasts fifteen (15) duty days into the school year, may use fifteen (15) days of accumulated basic leave as disability leave and may also use up to twenty (20) days of accumulated basic leave as parental leave with pay.
- e) A teacher who has a child near the end of a school year and uses seven (7) days of accumulated basic leave as disability leave as the school year ends, may also use up to twenty-three (23) days of accumulated basic leave as parental leave with pay at the start of the following school year.
- f) A teacher who has a child near the end of a school year and uses twenty (20) days of accumulated basic leave as disability leave as the school year ends, may also use up to twenty (20) days of accumulated basic leave as parental leave with pay at the start of the following school year.

3.07.3 Parental Leave for Adoption

By mutual agreement between the District Employer and the teacher, a teacher may use up to thirty (30) days of accumulated basic leave prior to and/or after the adoption of a child. These days need not be consecutive.

3.07.4 Other Parental Leave Provisions

In approving a parental leave of absence, the District Employer will confirm its to the teacher approval of the parental leave with the teacher, including the date on which the parental leave will end. A teacher may return to work prior to the date designated in the approved parental leave only if approved by the District Employer at its sole discretion. Failure to return to work on the designated date will be considered a voluntary termination of employment unless a leave extension is approved by the District Employer. If the parental leave includes a period of disability for the teacher, the teacher must provide the District Employer with medical certification of ability to work.

A teacher returning from parental leave will be returned to the position held when placed on leave, or if not available, to any other position for which the teacher is licensed, subject to the reduction of position provisions of this Agreement.

A teacher on parental leave remains eligible, upon request, for participation in all insurance programs for teachers other than income protection insurance but must pay the entire premium for all selected insurance coverage. Premium payments must be received

by the business office at least one (1) month in advance.

3.08 Judicial Leave

A teacher called for jury duty or who is subpoenaed is compensated for the difference between the teaching pay and the pay received for the performance of this obligation.

3.09 Leave for Holding Public Office

A leave of absence not to exceed four years is granted to any teacher upon application for the purpose of serving in a public office at the local, county, state, or national level. No teacher will be granted experience credit while on this leave of absence.

3.10 Military Leave

Leaves of absence for military service will be granted in accordance with all requirements of federal and state law. A teacher on military leave is not eligible for insurance coverage while on leave, except as provided in Minn. Stat. § 192.26, and except that such teacher may request continued life insurance coverage. The amount of life insurance coverage available through the District Employer will be reduced by the amount of life insurance coverage provided by the government. All premiums for this continued life insurance coverage is paid by the teacher. Premium payments must be received by the business office at least one (1) month in advance.

3.11 Selective Service Physical Examination

Teachers called for a selective service physical examination shall be granted a day of leave without loss of pay if this examination occurs during the duty day.

3.12 Non-Instructional Positions for Teachers

The District employer may create special positions for teachers who serve the District Employer in a unique capacity. The purpose of these positions is to utilize the experience, licensure, formal education, and special skills of individual teachers to perform unique, seasonal, and/or support tasks to augment the duties necessary for completion of the District's mission. The potential number of these positions will be determined at the sole discretion of the District Employer. These special positions for teachers may be posted as teacher coordinators, teacher facilitators, coaches (e.g., peer, rigor, literacy), specialists, or teacher on special assignment positions ("TOSA"). Any special positions as part of the alternative compensation program are bound by the terms of the program and any alternative compensation agreements. TOSA positions will be posted by the District Employer as such a position.

In the event a non-instructional teaching position extends beyond one (1) year, continuance of a teacher serving in such a position is contingent on a satisfactory review of

the teacher's performance. The **District Employer** reserves discretion to grant or deny the continuance of a teacher in a non-instructional teaching position beyond one **(1)** year. No teacher nor the Union has cause, whatsoever, to seek redress or review of the decision of the **District Employer** to not continue a non-instructional teaching positions beyond one **(1)** year, nor will its decision be subject to arbitration.

In the event an incumbent in a non-instructional teaching position is not renewed for a position that extends beyond one **(1)** year, the position will be posted. If the duration of the non-instructional teaching positions is less than seven **(7)** years, the teacher will be returned to the same position held prior to the non-instructional assignment or if not available, to any other position for which the teacher is licensed. If the duration of the non-instructional teaching positions is seven **(7)** years or more, the teacher will be placed in a position of the teacher's licensure.

~~If the TOSA position extends for a duration of more than three school years, the district will post the position for application every three years. The Employer may use its discretion to post the position internally or externally, during the spring staffing for other interested applicants. The incumbent in the TOSA position may also apply for the TOSA posting. Preference for the TOSA postings will be given to teachers with successful teaching experience with the Employer.~~

3.13 Superintendent Discretionary Leave

Other types of absence not included herein are subject to the discretion of the Superintendent.

3.14 Shared Contracts

Teachers sharing a contract will be granted a half-time (.5) leave of absence.

4. INSURANCE

4.01 Group Insurance Policies

~~a.~~ During the term of this Agreement, the **District Employer** will provide all teachers who work **thirty (30)** or more hours per week the program of group insurance coverage described in this Section. Part-time teachers contracted to work at least **twenty (20)** hours per week but less than **thirty (30)** hours per week are eligible for prorated **District Employer** insurance premium contributions but must pay any additional premium through payroll deduction. A teacher's eligibility for benefits are governed by the terms of the master insurance contracts in force between the **District Employer** and the insurers providing such coverage. If there is a change in any of the **District employer** sponsored group insurance plans or carriers that the bargaining unit has committed to participate in, the matter will be referred to the Insurance Committee for recommendation to management.

~~b.~~ Basic life, accidental death & dismemberment ("AD&D") and income protection

insurance coverage are based upon a teacher's salary for required annual duty days and FTE based upon the school year calendar and does not include optional duty days during the summer. Teachers required to work duty days in addition to the regular one hundred eighty-four (184) day work year will be provided basic life, AD&D and income protection insurance coverage based on a salary that includes the additional required duty days. Basic life, AD&D and income protection insurance coverage for teachers who are on an unpaid leave during the duty year is reduced by the amount of salary reduction incurred by the unpaid leave.

4.02 Life Insurance and Accidental Death and Dismemberment Insurance

Each full-time teacher is eligible for basic group term life insurance coverage in an amount equal to one and one-half (1 1/2) times the basic annual salary specified in such teacher's individual contract rounded up to the next higher \$1,000, if not already a multiple of \$1,000. Example: A teacher whose basic annual salary is ~~\$30,000~~ 50,000 would be insured for ~~\$45,000~~ 75,000.

Salary for the purpose of life insurance means the compensation provided under Appendices A & B of this Agreement, as modified by paragraph Section 4.01(b) if applicable. Teachers required to work duty days in addition to the regular one hundred eighty-four (184) day work year, excluding optional duty days served during summer months, will be provided life insurance coverage based on a salary that includes the additional required duty days. Life insurance for teachers who are on an unpaid leave during the duty year is reduced by the amount of salary reduction incurred by the unpaid leave.

Each full-time teacher is eligible for accidental death and dismemberment insurance coverage in whole thousands to an amount equal to three (3) times the whole thousands of basic annual salary specified in such teacher's individual contract. Salary for the purpose of accidental death and dismemberment means the compensation provided under Appendices A and B of this Agreement, as modified by Section 4.01(b) if applicable. The District Employer pays the entire premium for this coverage.

Each full-time teacher may apply for supplementary group term life insurance coverage in multiples of \$10,000 from \$10,000 to \$300,000. Teachers electing this coverage may also apply for dependent coverage in multiples of \$5,000, from \$5,000 to \$300,000 for the spouse not to exceed the amount of the teacher's supplemental coverage. Teachers electing supplementary coverage for themselves may also elect dependent life insurance in the amounts of \$2,500, \$5,000 or \$10,000 for each dependent child under the age of nineteen (19). Premiums for all supplementary coverage must be paid by the individual teacher through payroll deduction.

Life insurance coverage is reduced by thirty-five (35%) percent when an employee reaches the age of seventy (70).

4.03 Income Protection Insurance

Full-time teachers are eligible for income protection insurance. The **District Employer** contributes **one hundred (100%) percent** of the premium cost of the income protection plan as provided by the insurance policy between the carrier and the **District Employer**. In the event of a disability, the plan provides an income benefit equal **to two-thirds (2/3)** of the salary. Salary for the purpose of income protection insurance means the compensation provided under Appendices A and B of this Agreement, as modified by **paragraph Section 4.01 (b)** if applicable. Teachers required to work duty days in addition to the regular **one hundred eighty-four (184)** day work year, excluding optional duty days served during summer months, will be provided income protection coverage based on a salary that includes the additional required duty days. Eligibility for disability benefits under this plan commences after a waiting period of **sixty-five (65)** duty days and continue through the end of the disability, or until age **seventy (70)**, whichever comes first.

4.04 Hospitalization-Medical Insurance

Each full-time teacher may enroll for Single, Single + One, or Family coverage in the **District's Employer's** hospitalization-medical insurance program(s). Participation in these programs is voluntary.

The monthly **District Employer** contributions **are as** follows:

Type of Coverage	Effective 01/01/23	Effective 01/01/24	Effective 01/01/25
Single	\$ 670.00	\$ 686.75	\$ 717.65
Single + One	\$1,098.00	\$1,125.45	\$1,176.09
Family	\$1,452.00	\$1,488.30	\$1,555.27

In the event that the teacher selects a hospitalization-medical insurance plan for which the monthly premium is less than the **District Employer** contribution, the **District Employer** will deposit, into the teacher's health savings plan, the difference between the **District Employer** contribution and the amount of the monthly premium.

Each teacher enrolled in the program contributes, through payroll deduction, any excess of the semi-monthly premium over the Employer contribution toward the type of coverage for which the teacher has enrolled.

If two full-time **teachers employees** in this unit are married and covered under one Family or one Single + One policy and one spouse has waived coverage, the **teacher employee** enrolled in the coverage will receive the following monthly contribution:

Type of Coverage	Effective 01/01/23	Effective 01/01/24	Effective 01/01/25
Single + One	\$1,768.00	\$1,812.20	\$1,893.74
Family	\$2,118.00	\$2,170.95	\$2,268.64

4.05 Hospitalization Medical Dental Insurance

EC/FE teachers who are assigned hours in the Early Learning Center under the Community Education Services' ("CES") Guidebook may combine their EC/FE hours and CES hours to determine eligibility for Hospitalization-Major Medical insurance benefits.

4.05 Dental Insurance

The District Employer provides a dental insurance program for full-time teachers. Participation in this program is voluntary. Each teacher enrolled in the program contributes, through payroll deduction, any excess of the semi-monthly premium over the District Employer contribution toward the type of coverage for which the teacher is enrolled. The monthly District employer contribution follows:

Dental Plan	Effective 01/01/23	Effective 01/01/24	Effective 01/01/25
Monthly District Contribution	\$61.00	\$62.52	\$65.33

If two full-time teachers in this unit are married and covered under one Family or Single + One policy and one spouse has waived coverage, the teacher enrolled in the coverage will receive up to the following monthly contribution:

Dental Plan	Effective 01/01/23	Effective 01/01/24	Effective 01/01/25
Monthly District Contribution	\$117.00	\$119.92	\$125.32

In no case will the teacher enrolled in the coverage receive more than the total annual premium rate for the plan in which the teacher is enrolled.

4.06 Liability Insurance

The District Employer will provide advance notice to the Union and the opportunity to bargain before implementing any change reducing the scope of the liability insurance coverage for teachers provided by the District Employer.

5. Duty Days & Hours Working Conditions

5.01 Duty Days

The School Board will establish the school calendar for the succeeding school year prior to April 1 each year. The number of duty days for the school year is **one hundred eighty-four (184)** days. ~~The School Board adopted calendars are attached hereto and are a part of the Agreement (Appendices F and G).~~

The following changes must be mutually agreed to by the **District Employer** and the Union in a Memorandum of Understanding **or this Agreement**:

1. Any change to the length of the student instructional day beyond 5 minutes at any site;
2. Any school calendar that starts prior to August 15 or ends after June 15; or
3. Any school calendar that requires any teacher to work a "stretch" calendar in which some duty days are scheduled outside the parameters of #2 above.

Each year, teachers have three **(3)** data days: one at the semester break, one at the end of the school year, and one floating day at either the beginning or end of the school year. Each building determines when its floating data day occurs. Data days are reserved for teachers to complete their job responsibilities individually. A data day is a day in which a teacher will not be required to attend a district or building meeting.

5.01.1 Newly-Hired Teachers

All teachers hired by Edina Public Schools will work up to three **(3)** additional duty days during their first year in the District. Teachers will be compensated at their daily pro-rata amount for each of the additional duty days.

Additionally, teachers in their first year in the District who have less than three **(3)** full years of full-time, creditable teaching experience as determined by the District will be required to participate in the New To Edina Teacher Training ("NETT") program. This program will be offered for graduate credit or for District credit toward increases in training levels on the salary schedule.

5.01.2 Flexible Delivery of Professional Development

The **District Employer** and Union agree that there may be opportunities to deliver building or ~~d~~District professional development that occur beyond the scheduled duty day (e.g., online employee development, evening or weekend sessions). When such opportunities arise, the **District Employer** and Union will work collaboratively to establish memoranda of understanding to address any variances from the School Board approved calendar.

5.01.3 Stretch Calendar

A stretch calendar is defined as maintaining a teacher's FTE over a twelve (12) month calendar (e.g., number of duty days, terms and conditions of employment as noted in the Master this Agreement). A stretch calendar assumes that a teacher's FTE is constructed from a combination of school calendar learning and summer-based learning and/or assessment. Summer-based learning is defined as classes, or programs, and assessments supporting Individualized Family Service Plans, which are taught during the period between the last duty day of the school year and the first duty day of the following school year (e.g., Physical Education and Early Childhood Special Education ("ECSE") - Birth to Age 2 program).

The District may determine s the calendar of Edina Public Schools teachers, who are current employees, and agree to work a stretch calendar, which may vary from the calendar of other teachers.

Teachers who worked with Birth to Age 2 children in the District prior to the 2019-20 school year, have had the option to remain on the school year teacher schedule or participate in the stretch calendar. Teachers hired for the 2019-2020 school year and since that time were hired on stretch calendars.

5.01.4 Parent Communication and Conferences

Of the one hundred eighty-four (184) annual duty days, two (2) days (sixteen (16) hours) will be designated for parent-teacher communication and conferences. Any hours scheduled outside of the duty day will be traded out exchanged for hours within the duty day (e.g., day before Thanksgiving). In addition to the two (2) days, each site may schedule additional parent-teacher communication time to occur within the one hundred eighty-four (184) annual duty days and normal instructional day.

Each site must establish its own calendar for parent-teacher communication and conferences no later than May 1 prior to the start of the school year. To recognize the unique needs and cultures of each site, but to also maintain consistency of expectations, each site will determine which activities will be scheduled as a part of this requirement. Activities may include, but are not limited to, traditional face-to-face parent-teacher conferences, virtual conferences, targeted conferences, office hours, open houses, curriculum nights, online communication, etc. A site's plan annually must be submitted to the Superintendent, or designee, for approval by May 1, information and review, to the Superintendent (or their designee) and to the EM/E President of EM/E by May 1 15.

This section shall not be interpreted or construed to limit a teacher's communication with parents to the events provided.

5.02 Salary Deduction and Pay

When salary deductions are required for duties not performed and not covered by leave policies, they shall be made at the rate of 1/184 for teachers. Positions requiring

basic contract service beyond the normal school year shall be prorated on the same basis (i.e., 1/184) of annual basic salary to be added for each additional day of service beyond that in the normal school year.

5.03 Legal Holidays, and Emergency Closings, and e-Learning Days

Each teacher performs services on those duty days designated by the District Employer, including those legal holidays on which the District Employer is authorized to conduct school. Emergencies such as energy shortages or severe weather may necessitate an emergency closure or transition to an e-Learning method of delivering instruction. District-wide e-Learning days will not be enacted until after the third emergency closure day in a school year. An e-Learning day will only be enacted prior to the third emergency closure day if the District's (or a particular school building's) student days or hours for that school year fall short of state requirements.

If an e-Learning day is enacted by the District, then the Edina e-Learning Plan will be implemented. The e-Learning Plan is designed to meet the requirements of Minnesota law. Prior to the start of each school year, the Union President, Director of Teaching and Learning, and Director of Media and Technology Services meet to review the e-Learning Plan for the purpose of continuous improvement and any needed procedural updates. Substantive changes to the e-Learning Plan that are not required by law will only occur during the term of this Agreement if both parties agree.

Instructional days canceled (as opposed to shifted to e-Learning) due to emergency closures energy shortages, severe weather or any other emergency may be rescheduled at the District's Employer's discretion, and teachers will perform services on these rescheduled days, if any. The rescheduling of canceled days may include adjustments in the length of the workday (e.g., to allow a four (4)-day work week of longer workdays), provided that the total weekly hours required of a teacher are not increased. If canceled days are made up, the District Employer will make reasonable efforts to reschedule these days prior to the last regularly scheduled workday for the school year. See the MOU entitled Flexible Learning Days for additional information regarding emergency closures.

5.04 Hours of Employment

Each teacher is expected to devote forty (40) hours per week to the performance of basic duties. Daily time schedules are as established by the District Employer, with the length of the overall teacher's day being eight (8) hours inclusive of a one-half (1/2) hour, duty-free lunch period. All professional learning communities ("PLC")/collaborative team time is scheduled within the duty day.

5.04.1 Changes in Days and Hours

The District Employer recognizes the right of the Union to meet and confer regarding the rescheduling of days, changes in the length of the workday, and any other changes in the school calendar.

5.04.2 Hours of Employment: Online Learning

Teachers whose assignment includes either online courses or blended courses (i.e., courses with both an online and traditional classroom component) may have their duty day schedule adjusted to reflect their online responsibilities, as agreed to by the **District Employer**, teacher, and exclusive representative. Adjustments should address the Agreement's expectations for a **forty (40)** hour workweek, and eight **(8)** hour duty day, prep time, and duty-free lunch. A variance from the normal duty day must be forwarded in writing by the individual teacher to the Assistant Superintendent and the exclusive representative for approval.

5.05 Preparation Time

The amount of preparation time per day for each teacher may be up to **ten (10)** minutes less than the daily allocated minutes, provided that the total number of minutes of preparation time in a given week is equal to or greater than the daily average of allocated minutes per day multiplied by the number of days worked that week as provided for in Minn. Stat. § 122A.50. Preparation time shall be allocated in one or two blocks of time. A request for a variance from the above must be forwarded in writing by an individual teacher to the District and to the exclusive representative for approval.

5.06 Duty-Free Lunch Period

All teachers will have a one-half (1/2) hour, duty-free lunch period. No duties, unless mutually agreed to by teacher and **District Employer**, are assigned during the duty-free lunch period except in the case of emergency to protect the health and safety of students and the property of the **District Employer**.

5.06.1 Teachers Assigned to More Than One Building

Teachers assigned to more than one building (“traveling teachers”) during any one duty day receives a one-half (1/2) hour duty and travel-free lunch hour. Traveling teachers receive a minimum of **twenty (20)** minutes to travel from building to building. The overall length of the traveling teacher's day is eight **(8)** hours inclusive of a one-half (1/2) hour lunch period.

Traveling teachers assigned to more than one building will be provided space at each building for their scheduled time at the building. Traveling teachers assigned to more than one building will receive preparation time in accordance with Section 5.05.

5.07 Supervisory Responsibilities

In addition to basic responsibilities for pupil direction and supervision in a direct teaching capacity, teachers may be required to perform supervisory functions in non-instructional situations for up to **five (5)** hours annually as a part of their basic duties. Teachers assigned to more than one building in a school year are exempt from this requirement. As a part of such duties, a secondary teacher may be required to supervise up

to one (1) evening activity (e.g., dances, parties, plays) each school year.

If it is necessary for additional supervisory assignments to be made during the school year, administrators will first seek volunteers to fill these assignments. If volunteers do not fill the additional supervisory assignments, the assignments will be made by mutual agreement or on a reverse seniority basis (i.e., the least senior teacher in the building will receive the first extra assignment for one (1) day, then the next least senior teacher, etc.).

Periodically, it is necessary for principals to utilize teachers in a supervisory capacity during their unassigned period. If teachers are assigned direct supervisory responsibilities outside the instructional area in excess of five (5) hours during the regular school year, they will be compensated at the rate of 1/1472, of their annual basic salary for each hour of the assignment beyond the five (5) hours.

Teachers who are required by the building administrator to substitute for another teacher during their unassigned period (minimum of forty-five (45) consecutive minutes) are compensated at the rate of 1/1472 of their annual basic salary for each hour of this assignment. Hours for which a teacher is compensated under this provision are not counted toward the five (5) hour annual supervisory requirement. The provisions of this section does not apply to substituting responsibilities requested by another teacher, as approved by the building administrator.

If there is no available substitute for a class, and a teacher is assigned to provide coverage, students may be divided among other teachers' classrooms. The teachers who gain students are compensated at the rate of 1/1472 of their annual basic salary for each hour of such assignment.

If non-grade level or non-classroom teachers have their regular student contact responsibilities cancelled because they are re-assigned to provide substitute coverage, due to the shift in the normal workload the teacher is compensated at the daily sub-rate of \$175.00, prorated for a partial day.

5.07.1 Records Maintenance

Building principals, or their designees, shall keep a record of such non-instructional supervisory assignments. This record is available for inspection upon request.

Supervisory responsibilities as described herein do not include activities that are incorporated in the Extracurricular, Extra Service, or other salary schedules for which compensation has been established, or meetings and conferences initiated by the building principal.

5.08 Secondary School Advisory

Secondary School Advisory is a time for teachers to check in with students on academic progress and provide academic and affective support to a small group of students. Advisory may consist of the following:

1. Grade/progress checks with students.
2. Conferences scheduled with parents of advisory students.
Provided advisory lesson plans. Teachers are not expected to create lessons for advisory. When lessons or presentations are necessary, they will be created by administration or an advisory planning committee. Teachers chosen to serve on the advisory planning committee will receive an annual stipend of \$1,000. Although teachers will not be responsible for creating lesson plans, it is recognized that it will take time to prepare for the presentations of weekly lessons or presentations and to prepare for student grade checks, so advisory time will be included in the calculations for daily prep time.

5.09 Additional Due Process Time for Special Education Teachers

With prior approval by the Director of Student Support Services, special education teachers may work up to sixteen (16) hours (for a full-time teacher) prior to the start of the school year to complete due process requirements. Special education teachers that receive approval for and work this due process time prior to the start of the school year may: 1) request compensatory time for these hours to be used during non-student contact time with the approval of the Director of Student Support Services; or 2) receive payment at the teacher's pro rata rate. All compensatory time must be used within the school year in which it was earned. The Director of Student Support Services' decision to approve or deny a request to work additional time prior to the start of the school year is not subject to the grievance process found in this Agreement.

Section 5.10 Flexible Duty Days for Licensed School Nurses

With approval by the Director of Student Support Services or designee, a licensed school nurse may work up to four (4) of their assigned annual duty days (up to thirty-two (32) hours for a full-time nurse) prior to the start of the school year. A licensed school nurse that receives approval for and works this flexible time prior to the start of the school year will receive up to four (4) days of compensatory time to be used on duty days scheduled for professional development that is not designed for their position or parent-teacher conference days where their presence is not required. The Director of Student Support Services or designee and the licensed school nurse will jointly agree on the specific professional development training or conference dates that will be exchanged for compensatory time. Up to one-half of a licensed school nurse's approved compensatory time may be used on student days when approved by the Director of Student Support Services or designee.

Section 5.11 Support for Construction and Relocation Related Tasks

Each school year, teachers may request compensatory time or the current substitute rate of pay as reimbursement for up to 8 hours of time outside of the duty day to pack, unpack, or complete other construction or relocation-related tasks. These hours must be pre-approved by the building principal or other district administrator.

No teacher will be expected to complete packing, unpacking, or other construction

or relocation-related tasks outside of the duty day. Any requirement to engage in such activities, as directed by a building principal or district administrator, will be compensated at a teacher's pro rata hourly rate.

6. UNREQUESTED LEAVES OF ABSENCE

6.01 Purpose

The Article sets forth a plan for providing unrequested leaves of absence without pay for as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts, or other reason permitted by law. This Article has been agreed upon by the District Employer and the Union pursuant to the provisions of Minn. Stat. § 122A.40, Subd. 10.

6.02 Seniority Date

Seniority is based upon continuous and unbroken employment with the District Employer from the most recent date of hire, including periods of employment outside the appropriate unit and periods on authorized leaves of absence. Each teacher employed pursuant to Minn. Stat. § 122A.40 will be assigned a seniority date based on the first day of actual service for the District Employer. The original seniority date is retained for a teacher who has been terminated by resignation or termination pursuant to Minn. Stat. § 122A.40 but whose employment was subsequently reinstated by the District Employer without interruption of service for any other reason.

6.03 Seniority List

The full-time and part-time seniority lists are a single seniority list, with the seniority number reflective of teachers' teaching status on June 30, 2009. All full-time teachers employed in the District on June 30, 2009, have a greater seniority number than the part-time teachers employed on June 30, 2009.

Teachers who begin their service after July 1, 2009, will be placed on the single seniority list.

Any teacher on the seniority list described in this section who subsequently is employed as an EC/FE or hourly teacher retains the seniority number on this seniority list in addition to having a seniority number on the appropriate EC/FE or hourly teacher seniority list.

6.03.1 New Licenses

A new license becomes effective on the date it is filed with the Human Resources Department. Only those licenses filed on or before May 1 or the date of Board action eliminating positions, whichever is earlier, may be used to exercise bumping rights. Only those licenses filed before a notice of recall is issued may be used for recall rights.

6.03.2 Licenses

Teachers are not entitled to another position in which they are licensed if they fail to renew the license in the area **for** which they are currently employed.

6.04 Seniority List Preparation

The **District Employer** will prepare a seniority list in order of seniority number, the seniority list contains the teacher's seniority number, seniority date, name and area(s) of licensure for each teacher. All individual signed contracts are time-stamped upon receipt by the office of the Human Resources Department and listed on the seniority list in the order in which their signed contracts were received. The **District Employer** will provide one **(1)** copy of the list to the Union and will post one copy of the list in each school building on or before December 1 of each year.

The seniority lists are "approved" and conclusively deemed correct for all future years if there is no grievance filed within **thirty (30)** days of the posting. No teacher has the right in any subsequent year to grieve the teacher's seniority ranking relative to other teachers if that ranking was included in an earlier approved list. Teachers newly added to a seniority list may challenge the correctness of their placement on the list within **thirty (30)** calendar days after the date of posting. In the event that no grievance is filed within **thirty (30)** days, the new information is incorporated into the approved list.

6.05 Unrequested Leaves of Absence

The **District Employer** may place on unrequested leave of absence as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts, or other reason permitted by law. In the reduction of teachers in any field in which licensing is required by the **Public Educator Licensing and Standards Board** (PELSB), teachers so licensed and currently teaching in this field will be placed on unrequested leave of absence in the inverse order of their position on the seniority list. No teacher who has acquired continuing contract rights will be placed on unrequested leave of absence while a probationary teacher is retained in a position for which the continuing contract teacher is qualified and licensed.

If an unrequested leave of absence for any teacher would result in any violation of the **District's Employer's** affirmative action program, the **District Employer** may retain the teacher with less seniority and the next senior teacher in the field will be placed on unrequested leave of absence. Any teacher placed on unrequested leave of absence pursuant to this Section 6 will be notified, in writing, by personal delivery or U.S. mail, of this placement or unrequested leave of absence by the date required by law (currently July 1), together with a statement of the reasons for the placement. This notification must be sent simultaneously to the Union.

6.06 Bumping Rights Procedures

The **District Employer** provides written notice by personal delivery or U.S. mail to each teacher it proposes to place on unrequested leave of absence. This notification is sent simultaneously to the Union. A teacher proposed to be placed on unrequested leave of absence (whether or not a member of the appropriate unit) may elect to displace the teacher with the most recent seniority number who is employed in a position for which both are qualified and licensed by the PELSB. A teacher so displaced is notified of proposed placement on unrequested leave.

A teacher is considered to be "qualified" for the purpose of this Article only if the teacher has a major in the subject matter or field and full-time licensure by the PELSB. A teacher must provide written notice stating that the teacher is exercising bumping rights to the office of the Human Resources Department within **ten (10)** calendar days from the date of notice of placement on unrequested leave of absence. If the **District Employer** gives written notice stating its determination that there are no positions into which the teacher is entitled to bump, the teacher has **ten (10)** calendar days from the date of notice to review the District's assignment schedules and specify in writing all teaching positions into which the teacher claims to be entitled to bump. No bumping rights may be exercised into a position not identified. A teacher placed on unrequested leave of absence pursuant to this Article must be notified, in writing, by personal delivery or U.S. mail by the date required by law (currently July 1). This notification is sent simultaneously to the Union.

6.07 Status While on Leave

An unrequested leave of absence is effective no later than the close of the school year or at such earlier time as mutually agreed between the **District Employer** and the individual teacher. A teacher placed on unrequested leave of absence remains eligible for group insurance benefits at the teacher's expense. A teacher electing to continue group insurance benefits must arrange for the prepayment of premiums through the District's group insurance administrator on a monthly basis. A teacher on unrequested leave may engage in teaching or any other occupation during the period of this leave and may be eligible for unemployment compensation pursuant to the criteria for eligibility under the Unemployment Insurance Law.

6.08 Recall

Except as otherwise provided in this Section, no new teacher will be employed by the **District Employer** while there is available on unrequested leave of absence a teacher who is properly qualified and licensed to fill the vacant position. A teacher placed on unrequested leave of absence will be recalled, as positions become available, to the position from which the teacher was placed on leave or to any other position for which the teacher is qualified and licensed. Reinstatement is in the inverse order of placement on leave: the last teacher placed on unrequested leave of absence who is qualified and licensed for the position is the first teacher recalled to an available position.

Notice of recall by the **District Employer** is complete upon mailing the notice by certified mail addressed to the last known address provided by the teacher to the Human Resources Department, or by personal delivery, with this notice sent simultaneously to the Union. If notice of recall is given to any teacher on or after August 16 of any school year, the teacher has the right to defer the effective date of return to actual service until the beginning of the next succeeding school year; provided, however, that any teacher so deferring the date of return to actual service signs an individual teacher contract for the next succeeding school year. A teacher who was granted an approved leave of absence prior to placement on unrequested leave of absence also has the right to defer the effective date of recall to return to actual service until the expiration date of the original approved leave of absence but must sign an individual contract for the return to work. Teachers with current classroom teaching assignments are not eligible to return to a mid-year vacancy occurring after September 15, but have the effective date of return to actual service deferred to the beginning of the next succeeding school year, provided that the teacher signs an individual teacher contract for the next succeeding school year.

Any teacher accepting recall must notify the **District Employer** of this acceptance in writing, by certified mail, including notification of any election to defer the effective date of return to actual service, within **fifteen (15)** calendar days after the mailing date of the notice of recall. In the event a teacher accepts recall, but the effective date of return is deferred, the **District Employer** is free to fill the vacant position on a temporary basis from any source, without regard to teachers remaining on unrequested leave of absence. The **District Employer** is also free to fill any position on a temporary basis pending completion of the recall procedure.

A teacher on unrequested leave of absence will not lose recall rights by reason of refusal to accept a position for which the teacher is qualified and licensed which has fewer hours per week than contracted for at the time of being placed on unrequested leave of absence.

6.08.1 Involuntary Transfer of Senior Teachers

The **District Employer** is not required to transfer more senior teachers involuntarily for the purpose of affecting the order in which less senior teachers are placed on unrequested leave, or bumped, or recalled from unrequested leave. The **District Employer** may continue to assign varying class sections in two **(2)** or more fields to any full-time position combining such fields that was in existence in the school year preceding the year of placement of teachers on unrequested leave of absence. The **District Employer** is not required to split existing full-time assignments combining more than one **(1)** field into separate part-time positions for the purpose of affecting the order in which teachers are placed on unrequested leave, or bumped, or recalled from unrequested leave; provided, however, that a teacher who has ten **(10)** years or more of seniority as of September 1 of the current school year who would otherwise be placed on unrequested leave may continue to require that a combination full-time assignment be split into separate part-time positions in order to avoid being placed on unrequested leave. Teacher assignments will continue to be governed by the criteria set forth in Section 1.04.4.

6.09 Termination of Rights

A teacher's seniority rights, unrequested leave of absence, and recall rights, if any, terminate upon the earliest of the following events:

- (a) Resignation;
- (b) Retirement;
- (c) Discharge or termination of contract;
- (d) Failure to return at the expiration of a leave of absence;
- (e) Failure to give written notification to the **District Employer** accepting recall, including notification of any election to defer the effective day of return to actual service, within fifteen (15) calendar days after the date of receipt of notice of recall; or
- (f) The expiration of five years from the effective date of an unrequested leave of absence without recall, or a period equal to the teacher's length of active service, whichever is less.

6.10 Probationary Period

Minnesota law provides that the Employer may decline to renew a teacher's contract during a probationary period, pursuant to Minn. Stat. § 122A.40, Subd. 5. At its sole discretion, the **District Employer** may send to such teacher and to the Union a notice of intent to recall a probationary teacher to future vacancies. Any probationary teacher to whom a notice is sent is entitled to recall, in seniority order, after licensed and qualified continuing contract teachers have been recalled, according to the recall procedures in this Article. Recall rights under this Section shall expire after a period equal to the length of the teacher's active service.

6.11 Teachers on Unrequested Leave Serving as Long Term Substitutes

When the **District Employer** knows at the time a long-term substitute position is filled that the position will last for **thirty (30)** duty days or more, the long-term substitute position will be offered, in order of seniority, to teachers on unrequested leave of absence who are qualified and licensed for the position. The **District Employer** may give notice of the available substitute position to more than one teacher at a time and may require timely acceptance of the offer. A teacher on unrequested leave of absence who accepts a long-term substitute contract remains on unrequested leave of absence, but is paid such teacher's regular salary and benefits for the service performed as a long-term substitute teacher. Experience credit will be granted as provided in Section 2.07. If there is any doubt at the time the substitute position is filled that the position will last for **thirty (30)** duty days, or if the position must be filled before any teacher on unrequested leave accepts the position offered, the **District Employer** may fill the position from any source.

7. EXTRA DUTY, EXTRA SERVICE, EXTRACURRICULAR

7.01 Extra Duty and Extra Service Assignments

Other conditions being equal, preference in making extra duty and extra service assignments will be first offered to tenured teachers regularly employed in the district, and seniority in the activity prevails. Within the school year, if an extra duty or extra service assignment is not accepted as above, the duty is assigned on a reverse seniority basis.

Contracts for extra duty and extra service assignments includes the specific assignment, the duration of the assignment, all special provisions pertaining to the assignment, the salary for the assignment and the pay periods for the assignments. These extra duty and extra service contracts are not a part of the teacher's continuing contract. No teacher will be required to commence an assignment prior to receipt of an extraduty or extra service contract.

7.02 Extracurricular Assignments

Extracurricular assignments are not be made without the consent of the teacher involved. Letters of agreement for extracurricular assignments include the specific assignment, the duration of the assignment, all special provisions pertaining to the assignment and the salary for the assignment. Pay for the assignments are nineteen (19) or twenty-four (24) payments, as stipulated in the basic teacher contract. These assignments are not be a part of a teacher's continuing contract. No teacher will be required to commence this assignment prior to receipt of a letter of agreement.

7.03 Extracurricular Salary Schedules

Appendix C, as attached, are is a part of this Agreement for the 2021-22 2023-2024 and 2022-23 2024-2025 school years.

7.04 Extra Service and Extra Duty Salary Schedules

Appendices D and E, as attached, are a part of this Agreement for the 2021-22 2023-2024 and 2022-23 2024-2025 school years.

7.05 Extracurricular Study Committee

An Extracurricular Study Committee is established. The committee consists of twelve members. All members of the Committee have the right to vote. Six (6) representatives from the following positions will be appointed by the Union: three (3) members representing sSchedule cC, two (2) members representing sSchedule dD, and one (1) member representing elementary of the early learning center. Six (6) representatives from the following positions are appointed by the District Employer: district office administrator, an human resources department employee, the activities

director, two (2) secondary building administrators, and one (1) building administrator.

This committee functions to evaluate and make recommendations to the District Employer and the Union for new activities and for activities affected by a major and substantial change. An activity affected by minor changes will not be considered for re-evaluation. The Extracurricular Study Committee (“ESC”) can be activated by the District Employer and/or Union for the purposes of evaluating new activities or those that have changed substantially.

Requests for re-evaluation because of a major and substantial change in position must be submitted to the District Employer and Union for review by October 1, for consideration by the ESC during that school year. Requests submitted after October 1 will be considered for review the following school year.

New positions or positions changed by an outside agency, i.e., the Minnesota State High School League, or by the action of the Edina School Board, will be reviewed as soon as they are created or changed. All members of the ESC have the right to vote.

The Extracurricular Study Committee evaluates the relative responsibility of each extracurricular activity and make recommendations regarding responsibility points to be designated for each. The Extracurricular Study Committee may also recommend changes in the criteria to be used for evaluating the responsibility of positions. Such recommendations shall be reported to the District Employer and the Union for salary consideration. If and when mutual agreement is reached between the Union and the District Employer regarding recommendations, the resulting salary adjustments shall be effective on the date of formal adoption by the School Board, except that any activity reassessed that has actually commenced by the date of such adoption shall be compensated at the level existing when the activity commenced. Adjustment for such an activity becomes effective in the following fiscal year.

8. HOURLY-PAID TEACHERS

8.01 Provisions Applicable to Hourly-Paid Teachers

8.01.1 Roster of Hourly-Paid Teachers

The District Employer maintains separate rosters of individuals eligible to perform services as hourly-paid teachers subject to the availability of funds and annual decision by the District Employer regarding the number of hourly-paid teachers and hours needed. The District Employer issues to every hourly-paid or teacher an individual written contract providing that the individual will be placed on the roster of eligible hourly-paid or teachers.

8.01.2 Leave Allowance

Each hourly-paid teacher will be granted prorated leave allowance, which accrues

at the rate of one (1) working day of leave allowance for each month (21.7 duty days) worked by an hourly-paid teacher. Each hourly-paid teacher is eligible for four (4) working days of personal leave each year, according to the standards set forth in 3.01.5. Any hourly-paid teacher who has been absent may be required to present a statement from a physician verifying the illness and certifying that the hourly-paid teacher has recovered sufficiently to return to normal duties.

8.01.3 Limitations

No hourly-paid teacher is eligible for any compensation, differential, leave, or benefit of any nature whatsoever, except as specifically provided for in Article 8.

8.02 Provisions Applicable to Hourly-Paid Teachers

8.02.1 Compensation

The hourly rate of pay for individuals performing services as hourly-paid teachers are as follows:

	2023-2024	2024-2025
Supplemental Tutors/Success Center	\$33.03	\$33.03
Multi-lingual Language Tutor	\$33.03	\$33.03
LSN Subs	\$27.99	\$27.99

Title I Teachers are paid according to the wage schedule found in Appendix E Hourly Teacher/Extra Duty Salary Schedule (Appendix E). Step advancement for Title I teachers shall be calculated according to the guidelines established in section 2.08 2.07 (Full Year’s Credit for Purposes of Step Advancement) of the Master Agreement.

8.02.2 Hospitalization-Medical-Dental Insurance

Hourly-paid teachers who can be expected to work a minimum of twenty (20) hours per week throughout the regular school year, as determined by the District Employer, are eligible to participate in the Group Hospitalization-Major Medical and Dental Insurance Programs. The District Employer will contribute a prorated amount based on three-fourths (3/4) of the District’s Employee’s contribution for full-time teachers working a forty (40) hour week.

8.02.3 In-service Requirements

Each hourly-paid teacher may be required by the District Employer to attend in-service hours during each school year and will be paid for attendance at these required collaborative team/professional learning community work of in-service sessions at the applicable hourly rate. Parent conferences that have the approval of the building principal

will also be compensated for at the hourly rate. In the event of casual student absence, the hourly-paid teacher is paid for the assigned time. It is understood and agreed that this time is utilized by the hourly-paid teacher in planning and/or preparation activity.

8.02.4 Seniority List for Hourly-Paid Teachers

On or before December 1 of each year, the **District Employer** prepares and delivers to the Union one copy of a separate seniority list for individuals on the roster of eligible hourly-paid teachers who have completed a probationary period in accordance with Minn. Stat. § 122A.40.

Seniority is based upon continuous and unbroken employment with the **District Employer** as an hourly-paid teacher during consecutive school years and measured from the first day of actual service in the bargaining unit under the most recent period of continuous employment. Teachers with identical seniority dates have seniority based on the date and listing order in which their individual contract was approved by the **School Board**. All individual signed contracts will be time-stamped upon receipt by the office of the Human Resources, and listed on the seniority list in the order in which their signed contracts were received. For purposes of this Article, an hourly-paid teacher is deemed to have had continuous and unbroken employment for a school year only if the hourly-paid teacher actually performed services as a bargaining unit member for the **District Employer** on at least **ninety (90)** duty days in a school year.

An hourly-paid teacher may challenge the correctness of the seniority list. In the absence of a grievance filed within **thirty (30)** calendar days from the date of mailing to the Union, the seniority list is deemed to be conclusively correct.

8.02.5 Unrequested Leave of Absence

Placement on unrequested leave of absence is based upon seniority among hourly-paid teachers, as appropriate. A teacher on the hourly-paid seniority list who is subsequently employed under a regular teaching contract with a new seniority date under Section 6.03 also retains the original seniority date on the hourly-paid seniority list. Recall of hourly-paid teachers is in the inverse order of placement on unrequested leave of absence; the last hourly-paid teacher, as appropriate, placed on unrequested leave of absence is the first recalled. All seniority, unrequested leave of absence, and recall rights of hourly-paid teachers terminate, and the hourly-paid teacher is removed from the seniority list and roster of eligible hourly-paid teachers upon the earliest of the following events:

- a. resignation;
- b. retirement;
- c. discharge or termination of contract;
- d. failure to give written notification to the Employer accepting recall within **fifteen (15)** calendar days of receipt of notice of recall; or
- e. the completion of any school year in which the hourly-paid

teacher has not performed services on at least **ninety (90)** duty days.

8.02.6 Other Provisions of the Agreement

Hourly-paid teachers qualify for individual rights and obligations according to the terms for eligibility set forth in the following sections of this Agreement: Article 1 (Introduction), Sections 2.08 (Payroll Deduction), 2.10 (In-District Travel), 3.03 (Professional Leave), 3.05 (Sabbatical Leave), 3.07 (Parental Leave), 3.08 (Judicial Leave), 3.09 (Leave for Holding Public Office), 3.10 (Military Leave), 3.11 (Selective Service Physical Examination), 3.12 (~~Teacher on Special Assignment~~ **Non-Instructional Positions for Teachers**), 3.13 (Superintendent Discretionary Leave), 4.06 (Liability Insurance), 7.02 (Extracurricular Assignments), 7.04 (Extra Service and Extra Duty Salary Schedules), 7.03 (Extracurricular Salary Schedule), and Article 9 (Grievance Procedure). Nothing in this ~~an~~ Article restricts the Union in the exercise of its rights on behalf of hourly-paid teachers under this Agreement.

9. GRIEVANCE PROCEDURE

9.01 Definition

A grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

A calendar day is defined as each day of the week, Sunday through Saturday. During the school year if the fourteenth day of the timeline is on a nonduty day, the timeline will be extended to the first duty day following the fourteenth day.

9.02 Procedure

Step I

Whenever any aggrieved teacher or small group of aggrieved teachers have a grievance, they will meet on an informal basis with the teacher's building principal or supervisor in an attempt to resolve the matter within **fourteen (14)** calendar days after becoming aware of the incident giving rise to the grievance. If the parties are unable to resolve the dispute, the grievance will be reduced to writing by the exclusive representative and submitted to the Human Resources Department within **fourteen (14)** calendar days following the Step I meeting.

If the grievance involves a matter that substantially affects a large number of employees, the grievance will be reduced to writing by the exclusive representative and submitted to the Human Resources Department within **fourteen (14)** calendar days after becoming aware of the grievance.

Step II

The Human Resources Department will meet with the exclusive representative within **fourteen (14)** calendar days after receipt of the Step II written grievance and attempt to mutually resolve the dispute. The parties are required to meet and negotiate in good faith at reasonable times in an attempt to resolve the grievance. If a resolution is

reached, the terms of the resolution will be written on the grievance and signed by both parties. If no agreement is reached, the Human Resources Department will within **fourteen (14)** calendar days submit to the exclusive representative the **District's Employer's** written answer denying the grievance. In its discretion, the exclusive representative may submit the unresolved grievance to the Superintendent of Schools within **fourteen (14)** calendar days after receipt of the **District's Employer's** answer in writing.

Step III

The Superintendent or designee will meet with the designated official of the exclusive representative within **fourteen (14)** calendar days after receipt of the grievance to attempt to resolve the dispute. Upon resolution both parties shall sign a memorandum setting out the disposition of the grievance. If the parties are unable to reach agreement within **fourteen (14)** calendar days after the Step III meeting, either party may then request, within another **fourteen (14)** calendar days, by written notice to the other party that the grievance be submitted to final and binding arbitration.

Step IV

The **District Employer** and the exclusive representative will select a mutually acceptable arbitrator to hear and decide the grievance. If the **District Employer** and the exclusive representative are unable to agree on an arbitrator, they will request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five **(5)** arbitrator's names. The list maintained by the **Director of the** Bureau of Mediation Services consists of qualified arbitrators. The parties will alternately strike names from the list of five **(5)** arbitrators until only one name remains. The remaining arbitrator will hear and decide the grievance. If the parties are unable to agree on who strikes the first name, the question is decided by a coin flip.

Each party is responsible for equally compensating the arbitrator for the arbitrator's fee and necessary expenses.

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

The arbitrator's decision is final and binding upon the parties. The decision is issued to the parties by the arbitrator and a copy is filed with the Bureau of Mediation Services, State of Minnesota.

The processing of all grievances will be during the regularly scheduled working hours and the **employees teachers** will not lose wages due to their necessary participation.

The parties by mutual written agreement may waive any step, and extend any time limits in the grievance procedure. However, failure, by the teacher or the Union, to adhere to the time limits without mutual agreement to waive such limits, results in a forfeit of the grievance. Failure of the **District Employer** to act within the time limitations specified, without mutual agreement to waive such limits, constitutes a denial of the grievance and permits the grievant to proceed to the next step.

10. LONG-TERM SUBSTITUTE TEACHERS

10.01 Definition

Long-term substitute teachers are substitute teachers who replace the same teacher for more than thirty (30) duty days.

10.02 Compensation

~~The daily rate of pay for long-term substitute teachers for 11 continuous duty days to 30 continuous duty days is \$162.00.~~ After thirty (30) duty days of continuous employment as a long-term substitute teacher, the substitute teacher will be paid on a pro rata basis according to the first step of the BA training level, retroactive to the first day of such continuous employment.

The daily rate of pay for District teacher retirees who work as long-term substitute teachers for more than eleven (11) continuous duty days is pro rata based on their step and lane at their retirement, in accordance with current appendices A and B, retroactive to the first day of such continuous employment.

~~If a long-term substitute is replacing a Licensed School Nurse, the hourly rate of compensation is found in subsection 8.02.1.~~

10.03 Hospitalization-Medical-Dental Insurance

Long-term substitute teachers who are assigned to work thirty (30) or more hours per week for a minimum of eighty-five (85) duty days, as determined by their supervisor, are eligible to participate in the Group Hospitalization-Major Medical and Dental Insurance Programs. The District Employer will contribute a prorated amount based on three-fourths (3/4) of the District's Employer's contribution, as stated in Section 4 of the Agreement, for full-time teachers working a forty (40) hour week.

10.04 Leave Allowance

After eighty-five (85) duty days of continuous employment as a long-term substitute teacher, the long-term substitute teacher becomes eligible for future basic leave for personal illness at the rate of one (1) working day per month of employment. Any long-term substitute teacher who has been absent may be required to present a statement from a physician verifying the illness and certifying that the long-term substitute teacher has recovered sufficiently to return to normal duties.

10.05 Long-term Substitute Seniority List

Long-term substitute teachers are not placed on any seniority list.

10.06 Limitations

No long-term substitute teacher is eligible for any compensation, differential, leave or benefit of any nature whatsoever, except as specifically provided for in Article 10.

10.07 Other Applicable Provisions of the Agreement

Long-term substitute teachers also qualify for individual rights and obligations according to the terms for eligibility set forth in the following sections of this Agreement: Article 1 (Introduction), Sections 2.08 (Payroll Deduction), 2.10 (In-District Travel), 3.03 (Professional Leave), 3.08 (Judicial Leave), 3.09 (Leave for Holding Public Office), 3.10 (Military Leave), 3.11 (Selective Service Physical Examination), 3.13 (Superintendent Discretionary Leave), 4.06 (Liability Insurance), 5.01 (Duty Days), 5.03 (Legal Holidays, and Emergency Closings, and e-Learning Days), 5.04 (Hours of Employment), 5.05 (Preparation Time), 5.06 (Duty Free Lunch Period), 7.02 (Extracurricular Assignments), 7.03 (Extracurricular Salary Schedules), 7.04 (Extra Service and Extra Duty Salary Schedules), and Article 9 (Grievance Procedure). Nothing in this Article restricts the Union in the exercise of its rights on behalf of long-term substitute teachers under this Agreement.

11. MISCELLANEOUS

11.01 External Education Organizations

The **District Employer** may enter into agreements to provide services to external education organizations ("EEO"). Any **employee teacher** who voluntarily agrees to teach in an EEO setting will be covered by this Agreement for purposes of salary, benefits, and seniority. All other provisions of this contract will be replaced by the labor relations agreement or **District Employer**-adopted labor relations plan of the EEO.

11.02 Study Hall Supervision

Study hall supervisor vacancies are filled as follows:

1. Teachers available during a given study hall period will first be offered a position and seniority in the District prevails.
2. Any teachers on unrequested leave will be offered any remaining available positions.
3. If vacancies still remain, the District will attempt to fill these with teachers on the District's substitute teaching list.
4. The District will attempt to fill any remaining vacancies with retired Edina teachers.
5. If vacancies still exist, the District will repeat step one and provide notification to the Union.
6. Remaining vacancies will be filled at the District's discretion.

Compensation is provided as per Appendix E, Extra Duty Salary Schedule.

11.03 Open Enrollment for School-Aged Children of Teachers

School-aged children of teachers, as covered by this Agreement, who are residents of other ~~ed~~ Districts, will be guaranteed open enrollment placement in the ~~ed~~ Districts, if (1) the parent/guardian has submitted a request for admission to the ~~ed~~ District by January 15; (2) the ~~ss~~ School ~~bb~~ Board has not closed the grade, school, or program; or (3) state or federal law does not prevent the placement.

12. DURATION AND RENEGOTIATION OF AGREEMENT

12.01 Term of Agreement

This Agreement is effective on July 1, ~~2023~~, and continues in full force and effect to and including June 30, ~~2025~~, and for biennial periods thereafter unless modified or terminated in accordance with the provisions of this Article.

12.02 Effect of Agreement

Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of the Agreement, are hereby superseded.

12.03 Termination or Modification

Either party desiring to terminate or modify this Agreement must notify the other party in writing at least ~~ninety (90)~~ days but not more than ~~one hundred twenty (120)~~ days prior to June 30, ~~2025~~.

12.04 Publication of the Agreement

~~A copy~~ ~~Copies~~ of this Agreement titled “Master Agreement, Independent School District No. 273, Edina, Minnesota, and Education Minnesota/Edina,” ~~are~~ ~~will be~~ published online on the District website within ~~thirty (30)~~ days after two ~~(2)~~ copies of the Agreement are signed for the purposes of record.

13. DOCUMENT AUTHORIZATION

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

FOR
EDUCATION MINNESOTA/EDINA

FOR
INDEPENDENT SCHOOL DISTRICT NO. 273

EM/E President

School Board Chair

Teacher Representative

School Board Clerk

Teacher Representative

Date

Teacher Representative

Date

Appendix A
2023-2024 Salary Schedule

STEP		BA/BA15	BA30/BA45	MA/MA15	MA30/MA45	MA60/SPEC/PHD
1	A	\$47,950.00	\$48,900.00	\$ 55,900.00	\$ 59,785.00	\$ 63,925.00
2	B	\$48,909.00	\$49,878.00	\$ 57,018.00	\$ 60,981.00	\$ 65,204.00
3	C	\$50,581.00	\$51,982.00	\$ 60,151.00	\$ 64,773.00	\$ 68,841.00
4	D	\$51,852.00	\$53,470.00	\$ 62,206.00	\$ 67,186.00	\$ 71,217.00
5	E	\$53,090.00	\$54,924.00	\$ 64,213.00	\$ 69,546.00	\$ 73,540.00
6	F	\$54,302.00	\$56,345.00	\$ 66,176.00	\$ 71,851.00	\$ 75,811.00
7	G	\$55,484.00	\$57,733.00	\$ 68,095.00	\$ 74,106.00	\$ 78,030.00
8	H	\$56,637.00	\$59,087.00	\$ 69,970.00	\$ 76,310.00	\$ 80,199.00
9	I	\$57,761.00	\$60,409.00	\$ 71,799.00	\$ 78,464.00	\$ 82,315.00
10	J	\$58,859.00	\$61,700.00	\$ 73,588.00	\$ 80,567.00	\$ 84,386.00
11	K	\$59,929.00	\$62,959.00	\$ 75,334.00	\$ 82,623.00	\$ 86,405.00
12	L	\$60,973.00	\$64,187.00	\$ 77,039.00	\$ 84,629.00	\$ 88,379.00
13	M	\$61,989.00	\$65,385.00	\$ 78,703.00	\$ 86,590.00	\$ 90,302.00
14	N	\$63,446.00	\$67,044.00	\$ 80,918.00	\$ 89,150.00	\$ 92,859.00
15	O	\$64,892.00	\$68,995.00	\$ 83,484.00	\$ 91,700.00	\$ 95,402.00
16	P	\$66,334.00	\$70,954.00	\$ 86,061.00	\$ 94,236.00	\$ 97,932.00
17	Q	\$67,767.00	\$72,920.00	\$ 88,647.00	\$ 96,760.00	\$ 100,447.00
18	R	\$69,192.00	\$74,788.00	\$ 91,244.00	\$ 99,269.00	\$ 102,952.00
19	S	\$70,403.00	\$76,542.00	\$ 93,251.00	\$101,006.00	\$ 104,753.00
20		\$70,403.00	\$76,542.00	\$ 93,251.00	\$101,006.00	\$ 104,753.00
21		\$70,403.00	\$76,542.00	\$ 93,251.00	\$101,006.00	\$ 104,753.00
22		\$70,403.00	\$76,542.00	\$ 93,251.00	\$101,006.00	\$ 104,753.00
23		\$70,403.00	\$76,542.00	\$ 93,251.00	\$101,006.00	\$ 104,753.00
24		\$70,403.00	\$76,542.00	\$ 93,251.00	\$101,006.00	\$ 104,753.00
25		\$70,403.00	\$76,542.00	\$100,000.00	\$105,000.00	\$ 110,000.00
26		\$70,403.00	\$76,542.00	\$100,000.00	\$105,000.00	\$ 110,000.00
27		\$70,403.00	\$76,542.00	\$100,000.00	\$105,000.00	\$ 110,000.00
28		\$70,403.00	\$76,542.00	\$100,000.00	\$105,000.00	\$ 110,000.00
29		\$70,403.00	\$76,542.00	\$100,000.00	\$105,000.00	\$ 110,000.00
30		\$70,403.00	\$76,542.00	\$105,000.00	\$110,000.00	\$ 115,000.00

Appendix B
2024-2025 Salary Schedule

STEP	BA/BA15	BA30/BA45	MA/MA15	MA30/MA45	MA60/SPEC/PHD
1	\$48,909.00	\$49,878.00	\$ 57,018.00	\$ 60,981.00	\$ 65,204.00
2	\$49,887.00	\$50,876.00	\$ 58,158.00	\$ 62,201.00	\$ 66,508.00
3	\$51,593.00	\$53,022.00	\$ 61,354.00	\$ 66,068.00	\$ 70,218.00
4	\$52,889.00	\$54,539.00	\$ 63,450.00	\$ 68,530.00	\$ 72,641.00
5	\$54,152.00	\$56,022.00	\$ 65,497.00	\$ 70,937.00	\$ 75,011.00
6	\$55,388.00	\$57,472.00	\$ 67,500.00	\$ 73,288.00	\$ 77,327.00
7	\$56,594.00	\$58,888.00	\$ 69,457.00	\$ 75,588.00	\$ 79,591.00
8	\$57,770.00	\$60,269.00	\$ 71,369.00	\$ 77,836.00	\$ 81,803.00
9	\$58,916.00	\$61,617.00	\$ 73,235.00	\$ 80,033.00	\$ 83,961.00
10	\$60,036.00	\$62,934.00	\$ 75,060.00	\$ 82,178.00	\$ 86,074.00
11	\$61,128.00	\$64,218.00	\$ 76,841.00	\$ 84,275.00	\$ 88,133.00
12	\$62,192.00	\$65,471.00	\$ 78,580.00	\$ 86,322.00	\$ 90,147.00
13	\$63,229.00	\$66,693.00	\$ 80,277.00	\$ 88,322.00	\$ 92,108.00
14	\$64,715.00	\$68,385.00	\$ 82,536.00	\$ 90,933.00	\$ 94,716.00
15	\$66,190.00	\$70,375.00	\$ 85,154.00	\$ 93,534.00	\$ 97,310.00
16	\$67,661.00	\$72,373.00	\$ 87,782.00	\$ 96,121.00	\$ 99,891.00
17	\$69,122.00	\$74,378.00	\$ 90,420.00	\$ 98,695.00	\$ 102,456.00
18	\$70,576.00	\$76,284.00	\$ 93,069.00	\$101,254.00	\$ 105,011.00
19	\$71,811.00	\$78,073.00	\$ 95,116.00	\$103,026.00	\$ 106,848.00
20	\$71,811.00	\$78,073.00	\$ 95,116.00	\$103,026.00	\$ 106,848.00
21	\$71,811.00	\$78,073.00	\$ 95,116.00	\$103,026.00	\$ 106,848.00
22	\$71,811.00	\$78,073.00	\$ 95,116.00	\$103,026.00	\$ 106,848.00
23	\$71,811.00	\$78,073.00	\$ 95,116.00	\$103,026.00	\$ 106,848.00
24	\$71,811.00	\$78,073.00	\$ 95,116.00	\$103,026.00	\$ 106,848.00
25	\$71,811.00	\$78,073.00	\$102,000.00	\$107,100.00	\$ 112,200.00
26	\$71,811.00	\$78,073.00	\$102,000.00	\$107,100.00	\$ 112,200.00
27	\$71,811.00	\$78,073.00	\$102,000.00	\$107,100.00	\$ 112,200.00
28	\$71,811.00	\$78,073.00	\$102,000.00	\$107,100.00	\$ 112,200.00
29	\$71,811.00	\$78,073.00	\$102,000.00	\$107,100.00	\$ 112,200.00
30	\$71,811.00	\$78,073.00	\$107,100.00	\$112,200.00	\$ 117,300.00

Appendix C
Extracurricular Salary Schedule and Payment Procedures
2023-2025

A. Teaching Staff Supervising Extracurricular Activities – Non-Athletics

Payment for the above services shall be made in accordance with the extracurricular salary schedules contained in this Appendix and on a pro rata basis consistent with the nineteen (19) or twenty-four (24) pay period ~~payment basic contract pay~~ option selected by the teacher individual, with the first payment to be made on the first pay date occurring fifteen (15) days after receipt of the signed contract in the Human Resources Department. Teachers receiving salary payment for extracurricular activities may elect a single lump sum payment to be made on November 30 for fall activities, March 30 for winter activities, and June 15 for spring activities provided the extracurricular assignment concludes prior to that date.

B. Extracurricular Study Committee

The Extracurricular Study Committee will have has the authority to approve new stipends on Schedules C, assign stipends to qualifying staff, and determine qualifying staff. A Tteachers receiving a stipends on Schedule C may request that the Extracurricular Review Committee review their such stipend to determine the level of appropriate compensation and make a recommendation to be shared with the EM/E President and the Human Resources Department.

C. Post Season Pay

The following applies to all activities on the Extracurricular Salary Schedule contained in this Appendix. A. — Nonathletic Activities

When an extension of the normal program beyond that defined by the time factor in the Extracurricular Position Responsibility Analysis is required by the District Employer, pay for this extension is prorated at an hourly rate based on a calculation of the hourly rate from the normal program in the Extracurricular Salary Schedule.

The number of personnel to be eligible and the amount of additional time for these positions is determined by the building principal responsible for the activity after consultation with the activity sponsor.

NON-ATHLETICS	Point Value	1st Year	2023-2024 After First Year	2023-2024 After Second Year	Point Value	1st Year	2024-2025 After First Year	2024-2025 After Second Year
Senior High Drama								
Dramatics Director	30	\$ 5,005	\$ 5,255	\$ 5,466	30	\$ 5,005	\$ 5,255	\$ 5,466
Musical Director	30	\$ 5,005	\$ 5,255	\$ 5,466	30	\$ 5,005	\$ 5,255	\$ 5,466
Set Construction	9.9	\$ 1,668	\$ 1,734	\$ 1,805	9.9	\$ 1,668	\$ 1,734	\$ 1,805
Theater Asst	9.9	\$ 1,668	\$ 1,734	\$ 1,805	9.9	\$ 1,668	\$ 1,734	\$ 1,805
3 Act Play	16	\$ 2,696	\$ 2,806	\$ 2,916	16	\$ 2,696	\$ 2,806	\$ 2,916
1 Act Play	16	\$ 2,696	\$ 2,806	\$ 2,916	16	\$ 2,696	\$ 2,806	\$ 2,916
Sr. High Drama Const.	5.3	\$ 890	\$ 925	\$ 962	5.3	\$ 890	\$ 925	\$ 962
Tech/Costumes/Props	9	\$ 1,516	\$ 1,578	\$ 1,639	9	\$ 1,516	\$ 1,578	\$ 1,639
Middle School Drama								
Dramatics Director	16	\$ 2,696	\$ 2,806	\$ 2,916	16	\$ 2,696	\$ 2,806	\$ 2,916
Musical Director	16	\$ 2,696	\$ 2,806	\$ 2,916	16	\$ 2,696	\$ 2,806	\$ 2,916
Set Construction	5.3	\$ 890	\$ 925	\$ 962	5.3	\$ 890	\$ 925	\$ 962
Fall Play	16	\$ 2,696	\$ 2,806	\$ 2,916	16	\$ 2,696	\$ 2,806	\$ 2,916
Director Variety Show	6.4	\$ 1,079	\$ 1,122	\$ 1,168	6.4	\$ 1,079	\$ 1,122	\$ 1,168
Variety Show Asst	3.2	\$ 540	\$ 560	\$ 582	3.2	\$ 540	\$ 560	\$ 582
8 Theater Workshop	6.4	\$ 1,079	\$ 1,122	\$ 1,168	6.4	\$ 1,079	\$ 1,122	\$ 1,168
6/7 Theater Workshop	4.8	\$ 808	\$ 840	\$ 878	4.8	\$ 808	\$ 840	\$ 878
3 Act Play Set C	2.7	\$ 458	\$ 477	\$ 494	2.7	\$ 458	\$ 477	\$ 494
Tech/Costumes/Props	9	\$ 1,516	\$ 1,578	\$ 1,639	9	\$ 1,516	\$ 1,578	\$ 1,639
Class Advisors								
Senior Class	5	\$ 842	\$ 879	\$ 911	5	\$ 842	\$ 879	\$ 911
Junior Class	5	\$ 842	\$ 879	\$ 911	5	\$ 842	\$ 879	\$ 911
Sophomore Class	3.75	\$ 633	\$ 659	\$ 683	3.75	\$ 633	\$ 659	\$ 683
Homecoming	2.5	\$ 424	\$ 438	\$ 455	2.5	\$ 424	\$ 438	\$ 455
Speech Activities								
Varsity Debate	31	\$ 5,224	\$ 5,431	\$ 5,648	31	\$ 5,224	\$ 5,431	\$ 5,648
Junior Varsity Debate	21.7	\$ 3,654	\$ 3,802	\$ 3,955	21.7	\$ 3,654	\$ 3,802	\$ 3,955
Novice Debate	21.7	\$ 3,654	\$ 3,802	\$ 3,955	21.7	\$ 3,654	\$ 3,802	\$ 3,955
Speech Coach	31	\$ 5,224	\$ 5,431	\$ 5,648	31	\$ 5,224	\$ 5,431	\$ 5,648
Speech Coach Asst	21.7	\$ 3,654	\$ 3,802	\$ 3,955	21.7	\$ 3,654	\$ 3,802	\$ 3,955

NON-ATHLETICS	Point Value	1st Year	2023-2024 After First Year	2023-2024 After Second Year	Point Value	1st Year	2024-2025 After First Year	2024-2025 After Second Year
Clubs/Organizations								
Mid. Sch. Student Coun.	10	\$ 1,686	\$ 1,749	\$ 1,822	10	\$ 1,686	\$ 1,749	\$ 1,822
Clubs/Organizations	5	\$ 842	\$ 879	\$ 911	5	\$ 842	\$ 879	\$ 911
DECA	18	\$ 3,024	\$ 3,150	\$ 3,279	18	\$ 3,024	\$ 3,150	\$ 3,279
DECA Coffee Shop Adv.	10	\$ 1,686	\$ 1,749	\$ 1,822	10	\$ 1,686	\$ 1,749	\$ 1,822
HOSA Adv.	18	\$ 3,024	\$ 3,150	\$ 3,279	18	\$ 3,024	\$ 3,150	\$ 3,279
Math League	9	\$ 1,516	\$ 1,578	\$ 1,639	9	\$ 1,516	\$ 1,578	\$ 1,639
Mock Trial Adv.	15	\$ 2,528	\$ 2,628	\$ 2,736	15	\$ 2,528	\$ 2,628	\$ 2,736
AVID	5	\$ 842	\$ 879	\$ 911	5	\$ 842	\$ 879	\$ 911
Model United Nations	41	\$ 4,600	\$ 4,786	\$ 4,977	41	\$ 4,600	\$ 4,786	\$ 4,977
Knowledge Bowl	10	\$ 1,686	\$ 1,749	\$ 1,822	10	\$ 1,686	\$ 1,749	\$ 1,822
High School Robotics	41	\$ 4,600	\$ 4,786	\$ 4,977	41	\$ 4,600	\$ 4,786	\$ 4,977
Middle School Robotics	9	\$ 1,516	\$ 1,578	\$ 1,639	9	\$ 1,516	\$ 1,578	\$ 1,639
ASL	5	\$ 842	\$ 879	\$ 911	5	\$ 842	\$ 879	\$ 911
Quiz Bowl	10	\$ 1,686	\$ 1,749	\$ 1,822	10	\$ 1,686	\$ 1,749	\$ 1,822
Publications								
Sr. High Newspaper	28	\$ 4,717	\$ 4,906	\$ 5,102	28	\$ 4,717	\$ 4,906	\$ 5,102
Mid. Sch. Newspaper	10	\$ 1,686	\$ 1,749	\$ 1,822	10	\$ 1,686	\$ 1,749	\$ 1,822
Sr. High Yearbook	27	\$ 4,550	\$ 4,732	\$ 4,920	27	\$ 4,550	\$ 4,732	\$ 4,920
Mid. Sch. Yearbook	14	\$ 2,359	\$ 2,452	\$ 2,550	14	\$ 2,359	\$ 2,452	\$ 2,550
Mid. Sch. Pub. Tech. Asst.	10.5	\$ 1,767	\$ 1,840	\$ 1,914	10.5	\$ 1,767	\$ 1,840	\$ 1,914
Literary Magazine	25	\$ 4,211	\$ 4,377	\$ 4,556	25	\$ 4,211	\$ 4,377	\$ 4,556
Bus. Adv. Sr. High Yearbook	8	\$ 1,347	\$ 1,398	\$ 1,457	8	\$ 1,347	\$ 1,398	\$ 1,457
Tangents	16	\$ 2,696	\$ 2,806	\$ 2,916	16	\$ 2,696	\$ 2,806	\$ 2,916
School News Broadcast	9	\$ 1,516	\$ 1,578	\$ 1,639	9	\$ 1,516	\$ 1,578	\$ 1,639
INSTRUMENTAL MUSIC								
Concert Band	32	\$ 5,392	\$ 5,607	\$ 5,832	32	\$ 5,392	\$ 5,607	\$ 5,832
Varsity Band	31	\$ 5,224	\$ 5,431	\$ 5,648	31	\$ 5,224	\$ 5,431	\$ 5,648
Marching Band	28	\$ 4,717	\$ 4,906	\$ 5,102	28	\$ 4,717	\$ 4,906	\$ 5,102
Marching Band Asst	21	\$ 3,539	\$ 3,679	\$ 3,826	21	\$ 3,539	\$ 3,679	\$ 3,826
Symphonic Band Director	21	\$ 3,539	\$ 3,679	\$ 3,826	21	\$ 3,539	\$ 3,679	\$ 3,826
Pep Band	8	\$ 1,347	\$ 1,398	\$ 1,457	8	\$ 1,347	\$ 1,398	\$ 1,457
Sophomore Jazz Band	3	\$ 512	\$ 533	\$ 554	3	\$ 512	\$ 533	\$ 554
Jazz Band	7	\$ 1,179	\$ 1,227	\$ 1,274	7	\$ 1,179	\$ 1,227	\$ 1,274
Concert Orchestra	27	\$ 4,550	\$ 4,732	\$ 4,920	27	\$ 4,550	\$ 4,732	\$ 4,920
Philharmonic Orchestra	14	\$ 2,359	\$ 2,452	\$ 2,550	14	\$ 2,359	\$ 2,452	\$ 2,550
Orchestra 9	10	\$ 1,686	\$ 1,749	\$ 1,822	10	\$ 1,686	\$ 1,749	\$ 1,822
Orchestra 8	7	\$ 1,179	\$ 1,227	\$ 1,274	7	\$ 1,179	\$ 1,227	\$ 1,274
Orchestra 7	7	\$ 1,179	\$ 1,227	\$ 1,274	7	\$ 1,179	\$ 1,227	\$ 1,274
Orchestra 6	5	\$ 842	\$ 879	\$ 911	5	\$ 842	\$ 879	\$ 911
Varsity Orchestra	14	\$ 2,359	\$ 2,452	\$ 2,550	14	\$ 2,359	\$ 2,452	\$ 2,550
Chamber Orchestra	10	\$ 1,686	\$ 1,749	\$ 1,822	10	\$ 1,686	\$ 1,749	\$ 1,822
Percussion Coach	20	\$ 3,370	\$ 3,507	\$ 3,645	20	\$ 3,370	\$ 3,507	\$ 3,645
Marching Band Manager	20	\$ 3,370	\$ 3,507	\$ 3,645	20	\$ 3,370	\$ 3,507	\$ 3,645
Band 10	10	\$ 1,686	\$ 1,749	\$ 1,822	10	\$ 1,686	\$ 1,749	\$ 1,822
Band 9	10	\$ 1,686	\$ 1,749	\$ 1,822	10	\$ 1,686	\$ 1,749	\$ 1,822
Band 8	7	\$ 1,179	\$ 1,227	\$ 1,274	7	\$ 1,179	\$ 1,227	\$ 1,274
Band 7	7	\$ 1,179	\$ 1,227	\$ 1,274	7	\$ 1,179	\$ 1,227	\$ 1,274
Band 6	5	\$ 842	\$ 879	\$ 911	5	\$ 842	\$ 879	\$ 911
INSTRUMENTAL MUSIC								
Tournament Performances Hourly Activity Based on Varsity Band								
Vocal Music								
Concert Choir	27	\$ 4,550	\$ 4,732	\$ 4,920	27	\$ 4,550	\$ 4,732	\$ 4,920
Varsity Choir	21	\$ 3,538	\$ 3,679	\$ 3,826	21	\$ 3,538	\$ 3,679	\$ 3,826
Choir 9	10	\$ 1,686	\$ 1,749	\$ 1,822	10	\$ 1,686	\$ 1,749	\$ 1,822
Choir 8	7	\$ 1,179	\$ 1,227	\$ 1,274	7	\$ 1,179	\$ 1,227	\$ 1,274
Choir 7	7	\$ 1,179	\$ 1,227	\$ 1,274	7	\$ 1,179	\$ 1,227	\$ 1,274
Choir 6	5	\$ 842	\$ 879	\$ 911	5	\$ 842	\$ 879	\$ 911
Musical Drama Teacher - Gr. 9	7.5	\$ 1,263	\$ 1,313	\$ 1,368	7.5	\$ 1,263	\$ 1,313	\$ 1,368
Musical Drama Teacher - Gr. 8	5.25	\$ 886	\$ 920	\$ 955	5.25	\$ 886	\$ 920	\$ 955
Chamber Singers	8	\$ 1,347	\$ 1,398	\$ 1,457	8	\$ 1,347	\$ 1,398	\$ 1,457
Bel Canto Singers	21	\$ 3,538	\$ 3,679	\$ 3,826	21	\$ 3,538	\$ 3,679	\$ 3,826
Ensemble Director	8	\$ 1,347	\$ 1,398	\$ 1,457	8	\$ 1,347	\$ 1,398	\$ 1,457

Appendix D
Extra Service Salary Schedule and Payment Procedures
2023-2025

Teaching Staff- Payment for ~~the above~~ extra services in accordance with the extra service salary schedule contained in this Appendix and ~~are made~~ on a pro rata basis consistent with the nineteen (19) or twenty-four (24) pay period consistent with the 19 or 24 payment basic contract pay option selected by the teacher, with the first payment to be made on the first pay date occurring 15 days after the receipt of the signed contract in the Human Resources Department.

If a teacher wishes to have a lump sum payment, this option must be selected on the Extra Service Contract form and be received in the Human Resources Department prior to September 15.

The Extracurricular Study Committee ~~will have~~ has the authority to approve new stipends on Schedule D, assign stipends to qualifying staff, and determine qualifying staff. A ~~Teacher~~ Teachers receiving a stipend s on Schedule D may request that the Extracurricular Study Committee review their such stipend to determine the level of appropriate compensation and make a recommendation to be shared with EM/E President and the Human Resources Department. Any stipend must be s School board approved.

Extra Service	Salary Amount 2023-2024	Salary Amount 2024-2025
Academic Triathlon Advisor	\$ 2,264	\$ 2,264
Area Leaders, Grade 6 Team Leaders (Secondary)	\$ 5,719	\$ 5,719
Commencement Speaker/Scholars Banquet Speaker	\$ 291	\$ 291
Counselors' and Psychologists' Extra Duties	\$ 2,491	\$ 2,491
Creek Valley Environmental Project Facilitator	\$ 1,980	\$ 1,980
District Spelling Bee Coordinator	\$ 1,248	\$ 1,248
District Wide Chemical Hygiene Officer	\$ 1,824	\$ 1,824
Elementary School Patrol	\$ 1,477	\$ 1,477
Equipment Managers	\$ 8,575	\$ 8,575
Gifted and Talented Coordinator (Prorate if applicable)	\$ 5,719	\$ 5,719
Grade Level Leader, Elementary and Early Learning Center	\$ 2,860	\$ 2,860
Lunchroom & Playground Supervision Indoor & Outdoor	\$ 2,053	\$ 2,053
	\$ 2,499	\$ 2,499
Middle School Athletic Coordinator	\$ 3,749	\$ 3,749
Preparation Stipend (For middle school teachers with multiple building assignments who supervise in advisor-advisee groups)	\$ 818	\$ 818
Project Pride/Connect Time Coordinator	\$ 1,825	\$ 1,825
Secondary School Advisory - See Section 5.08	\$ 1,000	\$ 1,000
Senior High Student Council Advisor	\$ 7,653	\$ 7,653
Special Education Team Leader Base Pay	\$ 3,259	\$ 3,259
(Additional amount * per licensed FTE on their team as of October 1. Licensed FTEs must fall under one of the categories listed (Psychologist, Occupational Therapist, Speech Language Clinician, Special Education Teacher, Diagnostician). This amount will not be adjusted during the year due to changes in team staffing. In no event will the total team leader pay exceed the pay for area leaders.	\$451*	\$451*
Special Project/Events Coordinator/MN Reading or Math Corp Leader	\$ 2,053	\$ 2,053
Staff Development Chairperson	\$ 2,491	\$ 2,491
Student Leadership Team Coordinator, Elementary, Middle School	\$ 1,825	\$ 1,825
Success Center Lead Teacher	Elementary \$ 3,262	\$ 3,262
	Secondary \$ 1,971	\$ 1,971
Travel Based Learning Facilitator	\$ 1,980	\$ 1,980
Teacher Evaluation Committee	\$ 1,149	\$ 1,149
Weight Room Supervision (Quarter)	\$ 725	\$ 725

**APPENDIX E
Hourly Wage Rates**

**HOURLY TEACHER/EXTRA DUTY WAGE SALARY SCHEDULE
2023-2025**

<u>Training Education Level</u>	<u>Experience Level</u>	<u>Hourly Rate Effective</u> <u>08/15/22 08/15/23</u>
BA	<u>A-E 1-5</u>	\$31.91
BA	<u>F-R 6-30</u>	\$33.07
MA	<u>A-E 1-5</u>	\$33.07
MA	<u>F-R 6-30</u>	\$34.00
MA+ <u>30</u> /45; MA+60; <u>Educ. Specialist Spec;</u> <u>Dr. Ph.D.</u>	<u>A-R 1-30</u>	\$34.00

(Includes study hall supervision, homebound tutors, early childhood screening, ~~hourly teachers, summer school teaching,~~ and other summer programs such as band, post-kindergarten, ~~speech therapy,~~ library, and physical conditioning. As of July 1, 2018 excludes Early Childhood/Family Education.)

**TITLE I HOURLY TEACHER WAGE SCHEDULE
2023-2025**

<u>Education Level</u>	<u>Experience Level</u>	<u>Hourly Rate Effective 8/15/23</u>	<u>Hourly Rate Effective 8/15/24</u>
<u>BA</u>	<u>A-E 1-5</u>	<u>\$31.91 33.03</u>	<u>\$34.19</u>
<u>BA</u>	<u>F-S 6-30</u>	<u>\$33.07 34.23</u>	<u>\$35.43</u>
<u>MA</u>	<u>A-E 1-5</u>	<u>\$33.07 34.23</u>	<u>\$35.43</u>
<u>MA</u>	<u>F-S 6-30</u>	<u>\$34.00 35.19</u>	<u>\$36.42</u>

<u>MA+30/45; Educ. Specialist; MA+60; Ph.D.</u>	<u>A-S 1-30</u>	<u>\$34.00 35.19</u>	<u>\$36.42</u>
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**EXTENDED SCHOOL YEAR (ESY) AND OPTIONS SUMMER SCHOOL
TEACHER HOURLY WAGE SCHEDULE**

<u>Education Level</u>	<u>Hourly Rate Effective for 2024 ESY and Options Summer Programs</u>
<u>BA</u>	<u>\$33.07 45.00</u>
<u>MA</u>	<u>\$34.00 55.00</u>

**TRAINING, PROFESSIONAL DEVELOPMENT, AND PLANNING
HOURLY/STIPEND WAGE SCHEDULE
2023-2025**

<u>District Presentation</u>	<u>Hourly Rate* for Voluntary District Training, Building Planning, and Staff Development Planning on Non-Duty Days</u>	<u>Technology Skill Enhancement</u>	<u>District Initiated Curriculum Development and Exemplary Grant Writing Projects</u>
<u>\$350 for full day (6-8 hours); \$175 for one-half day (3-4 hours); \$90 for one-quarter day (1.5-2 hours)</u>	<u>\$22.55</u>	<u>\$300 contingent on final product</u>	<u>Contractual Rate</u>

**In replacement for the hourly rate, teachers may receive graduate credit (participant paid when available).*

CURRICULUM WRITING HOURLY WAGE SALARY SCHEDULE
2023-2025

Curriculum writing will be paid at the rates listed below and will be paid only for work that is required by the school district within the specifications of a contractual agreement.

<u>Training Education Level</u>	<u>Experience Level</u>	<u>Hourly Rate Effective 08/15/22 08/15/23</u>	<u>Hourly Rate Effective 08/15/24</u>
BA	<u>A-E 1-5</u>	\$33.11	\$33.11
BA	<u>F-R 6-30</u>	\$34.31	\$34.31
MA	<u>A-E 1-5</u>	\$34.31	\$34.31
MA	<u>F-R 6-30</u>	\$35.32	\$35.32
MA45; <u>Educ. Specialist Spec.</u> ; MA+60; <u>Dr. Ph.D.</u>	<u>A-R 1-30</u>	\$35.32	\$35.32

Memorandum of Understanding
Between Edina Public Schools and Education Minnesota/Edina
Salary Schedule Placement for 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, the 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 EM/E for the 2023-2025 school year;

WHEREAS, the District and EM/E agree the addition of two additional steps, namely steps 25 and 30, to the 2023-2024 salary schedule are beneficial to ensure fair and competitive salaries; and

WHEREAS, the District and EM/E agree the last significant change to the format of the salary schedule was following the 2013-2014 school year and such change warrants an additional pathway for placement on the new steps 25 or 30 for teachers who had reached the career differential step (step 15 or higher) in Edina as of the 2013-2014 school year;

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

1. A teacher’s lane placement on the 2023-2024 salary schedule will be the same as their lane placement at the time the Agreement was ratified and approved.
2. A teacher’s step placement on steps 1-18 (f/k/a steps A-R) on the 2023-2024 salary schedule will be the same as their step placement at the time the Agreement was ratified and approved.
3. A teacher who was hired on or advanced to step 19 (f/k/a step S) for the 2023-2024 school year will remain on step 19 for the 2023-2024 school year.
4. A teacher who was hired on or advanced to step 19 (f/k/a step S) for the 2021-2022 school year will advance to step 21 for the 2023-2024 school year.
5. Movement to the steps 25-29 will occur in one of three ways:
 1. A teacher will move to the step 25 after teaching twenty-four (24) full years (as defined in section 2.07) in the District; or
 2. A teacher will move to the step 25 after advancing to step 19 (formerly known as step S) and subsequently teaching six (6) full years (as defined in section 2.07). For example, a teacher who was hired on or advanced to step 19 for the 2019-2020 school year will be placed on step 23 for the 2023-2024 school year; or
 3. 2013-2014 Exception: If a teacher has worked continually in the District since 2013-2014, and was on Step 15 or higher in 2013-2014, then the teacher will be placed on the 2023-2024 salary schedule on the step that is equal to their 2013-2014 step plus one (1) year for each full year of service (as defined in section 2.07) earned subsequent to that school year. For example, a teacher on Step 17 in 2013-2014, who worked full years of service

(as defined in section 2.07) each year since 2013-2014, will be placed on Step 27 for the 2023-2024 school year.

6. Movement to the new step 30 will occur in one of three ways:
 1. A teacher will move to the new step 30 after teaching twenty-nine (29) full years (as defined in section 2.07) in the District; or
 2. A teacher will move to the new step 30 after advancing to the new step 25 and subsequently teaching five (5) full years (as defined in section 2.07). For example, a teacher who advanced to step 25 for the 2023-2024 school year will be placed on step 30 for the 2028-2029 school year; or
 3. 2013-2014 Exception: If a teacher has worked continually in the District since 2013-2014, and was on Step 15 or higher in 2013-2014, then the teacher will be placed on the 2023-2024 salary schedule on the step that is equal to their 2013-2014 step plus one (1) year for each full year of service (as defined in section 2.07) earned subsequent to that school year. For example, a teacher on Step 20 in 2013-2014, who worked full years of service (as defined in section 2.07) each year since 2013-2014, will be placed on Step 30 for the 2023-2024 school year.
7. Teachers who disagree with the application of the terms of this MOU may file a grievance in accordance with the grievance procedure found in the Agreement.
8. Any teacher on a full year approved leave of absence in 2023-2024 will be placed on the salary schedule in accordance with this MOU on their return to their Edina position. The timelines provided in the Agreement for such teacher to file a grievance will begin on their first day back in the District following their leave of absence. This paragraph will continue beyond the June 30, 2024 sunset date for the sole purpose of placing teachers that were on a full year approved leave of absence in 2023-2024 and return to their position following that date.
9. Nothing in this MOU may be deemed to establish 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. This MOU does not alter any managerial rights that the District has in absence of this MOU.
10. Unless extended in writing by both parties, this MOU automatically sunsets on June 30, 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

School Board Chair

Date

Date

Memorandum of Understanding
Between Edina Public Schools and Education Minnesota/Edina
Phased Retirement for Teachers – 2024-2025 Pilot Program

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, the 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 EM/E for the 2023-2025 school year;

WHEREAS, the District and EM/E agree that it is a strategic goal to advance academic excellence, growth and readiness;

WHEREAS, the District and EME/E agree on the need to provide a coherent and differentiated educational experience that effectively engages, and appropriately challenges every student academically;

WHEREAS, the District and EM/E agree that students need timely and effective interventions;

WHEREAS, the District and EM/E agree that it is a strategic goal to develop leadership throughout the District;

WHEREAS, the District and EM/E agree in the need to provide a robust, balanced, and timely professional development;

WHEREAS, the District and EM/E agree that leveraging the leaders of today to help leaders of tomorrow will help ensure Edina’s continued excellence;

WHEREAS, the District and EM/E recognize that finding qualified immersive language substitutes is challenging;

WHEREAS, the District and EM/E agree that educating students is both rewarding and exhausting work and teacher workload is a genuine concern;

WHEREAS, the District and EM/E recognize the benefit of flexible human resources to assist in the achievement of District goals including added resources for mentorship;

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

1. To pilot a Phased Retirement Program during the 2024-2025 school year.
2. To be eligible to apply for Phased Retirement, an EM/E teacher must: 1) have a 1.0 FTE assignment; 2) have reached at least fifty (50) years of age prior to August 1, 2024; and 3) have provided at least fifteen (15) years of teaching service for Edina Public Schools.

3. Teachers selected for the Phased Retirement program will work eight (8) hours per day (inclusive of a duty free 30-minute lunch period) for the number of days provided for in next paragraph. If a teacher is unable to work an assigned duty day, then they will make up that duty day on another date as determined by their supervisor.
4. Phased Retirement teachers will not be required to perform work outside of their duty day.
5. A Phased Retirement teacher's required number of duty days will be calculated as follows: BA Lane/Step A1 salary divided by Phased Teacher's Lane/Step salary multiplied by 184 and rounded to the next whole number. Using the 2023-2024 salary schedule as an example, a Phased Teacher on MA60/Step \$19 would work 84 days based on this formula ($\$47,950/\$104,753 \times 184 = 84.22$ and rounded to 84 days). Once the 2023-2025 contract has been ratified and approved, a Phased Retirement duty day chart will be created and published.
6. Phased Retirement Teachers will be paid a 1.0 FTE salary based on BA/Step A1 of the 2024-2025 Agreement if they work all of their required duty days.
7. The District and the Phased Retirement teacher will contribute to the Minnesota Teachers Retirement Association (TRA) as required by TRA. A Phased Retirement teacher who is eligible for an Employer Contribution Towards Hospitalization-Medical Insurance as outlined in section 2.13.1 of the EM/E contract will begin receiving this benefit upon entering the Phased Retirement program. Teachers hired after July 1, 2011 will receive health insurance equal to fifty (50) percent of the District contribution while working as a Phased Retirement teacher. A Phased Retirement teacher will receive a two (2) percent District match towards the District's 403(b) plan). A Phased Retirement teacher who retires and is eligible for the Early Retirement Incentive Payments found in Sections 2.12 and 2.13 of the Agreement will receive such payments based on their FTE, step and lane placement in 2023-2024. No other benefit provisions of the Agreement apply to a Phased Retirement teacher.
8. Teachers who meet these initial eligibility requirements and are interested in working in a Phased Retirement teaching position during the 2024-2025 school year must apply no later than January 16, 2024. Application materials will be available in the Human Resources Department.
9. All teachers that apply by the January 16, 2024 deadline, and meet the above eligibility requirements, will receive an interview for the Phased Retirement teaching program.
10. The selection of Phased Retirement teachers, and the number of Phased Retirement teachers, and the assignments for Phased Retirement teachers, will be determined at the discretion of the District.
11. Teachers selected for the Phased Retirement program will be required to resign a portion of their 1.0 FTE teaching position. The exact portion to be resigned will be determined using the same formula set out for calculating required duty days. Using the example in paragraph five above, the teacher would need to resign from 0.54 FTE of their 1.0 FTE position (calculated using two decimal places, 84 days divided by 184 days equates to 0.46 FTE).
12. If the District is unable to hire a suitable replacement for a Phased Retirement teacher at the entry lane and step of the salary schedule, then the District has the

right to return the Phased Retirement teacher to a 1.0 FTE teaching assignment. Eligible teachers who are not selected for the Phased Retirement program will have the option for early retirement benefits as outlined in sections 2.12 and 2.13 of the Agreement as if they had informed the District of their intent to retire by February 1, 2024.

13. If the District ends the Phased Retirement program following the 2024-2025 pilot, then all 2024-2025 Phased Retirement teachers will have the right to return to a 1.0 FTE teaching position for the 2025-2026 school year.
14. The District makes no claims about the impact the Phased Retirement program will have on a Phased Retirement teacher's years of service, eligibility, pension amounts, or any part of their pension through TRA. A Phased Retirement teacher is solely responsible for making such determinations with TRA and monitoring their duty days to ensure they receive the service credit they desire.
15. Nothing in this MOU may be deemed to establish an interpretation of the Agreement between the District and EM/E, 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.
16. Unless extended in writing by both parties, this MOU automatically sunsets on June 30, 2025.

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

School Board Chair

Date

Date

Memorandum of Understanding
Between Edina Public Schools and Education Minnesota/Edina
Preschool Teacher Compensation and Benefits 2023-2025

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, the 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 EM/E for the 2023-2025 school years;

WHEREAS, the District and EM/E agree that preschool teachers now meet the definition of teacher under Minnesota Statute Section 179A.03, subdivision 18;

WHEREAS, the District and EM/E agree that additional time is needed to transition to a fully licensed preschool teacher model;

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

1. Applicable Staff: The provisions of this Article will apply to preschool teachers employed by the Community Education Program of the District, except as otherwise noted in this Article.
2. Teaching License Requirement: Preschool teachers shall hold a valid Minnesota teaching license in the area of pre-kindergarten, pre-primary, or early childhood education. Unless a different license is required by the Professional Educator Licensing and Standards Board (PELSB), a preschool teacher with an elementary education teaching license who was teaching preschool in the District on or before July 1, 2023 will also meet this licensure requirement. Preschool teachers that do not hold a valid and appropriate Minnesota teaching license by the end of the 2027-2028 school year will be terminated for lack of proper credentialing.
3. Probationary Period: Preschool teachers shall serve a probationary period of three (3) school years, during which time the District shall have the unqualified right to terminate such preschool teacher’s employment. Preschool teachers that participated in Edina’s Teacher Evaluation and Alternative Compensation program prior to August 1, 2023 will have such years applied to their probationary period. For the purposes of this retroactive application, preschool teachers must have taught a minimum of one-hundred twenty (120) days in a school year to constitute a year of probationary service. As of August 1, 2023, preschool teachers must teach a minimum of ninety (90) days in a school year to constitute a probationary year of service. After completion of the probationary period, a preschool teacher may be suspended (with or without pay) or terminated only for just cause.
4. Salary Lane Changes: Salary lane changes for increased education are made twice each year in November (based on degrees awarded prior to September 1) and in April (based on degrees awarded prior to February 1). A request for a lane change in November must be filed with the Human Resources Department on or before October 15. Upon approval of a November lane change, the applicable salary increase for a full contract year includes retroactive pay to the beginning of the

school year and the new pay rate will be paid over the remaining pay periods. A request for a lane change in April must be filed with the Human Resources Department on or before March 15. Upon approval of an April lane change, one-half (1/2) of the full year salary increase will include a retroactive payment from the midpoint of the school year and the new pay rate will be paid over the remaining periods. Requests for salary lane changes must include an official transcript showing a degree has been awarded. If an official transcript is not available in time to meet the October 15 or March 15 submission deadlines, the Director of Human Resources may extend the deadline for up to thirty (30) days. To apply to the salary schedule, degrees must be earned from an accredited college or university and be deemed germane to the teacher's assignment by the District.

5. Tax-Sheltered Annuities 403(b) Plan: Preschool teachers may participate in the District's tax-deferred 403(b) plan by contributing a portion of their salary to the plan. The School District matches individual contributions to the annuity fund up to two (2) percent of the preschool teacher's salary and no greater than \$2,000 per year. The annual year for the District matching contributions is January 1 through December 31. All contributions must be made to a District approved 403(b) vendor of the preschool teacher's choice. The preschool teacher is responsible for making all arrangements required with the 403(b) vendor to ensure that proper payment can be made. The District's contribution is not payable unless the preschool teacher authorizes a salary contribution up to the matching amount the preschool teacher is eligible to receive. The District's match cannot be accumulated on a year-to-year basis if a preschool teacher elects to begin participation after initial eligibility.
6. Early Retirement Incentive Payment: A preschool teacher teaching in the District as of July 1, 2023 will be eligible for the early retirement incentive found in section 2.12 of the Agreement as if July 1, 2023 was their hire date. A preschool teacher who was in the EM/E Agreement during the 2018-2019 school year and later moved to a different District agreement will receive credit for full years (per section 2.07 of the Agreement) worked while in the EM/E Agreement towards the early retirement incentive payment.
7. Seniority, Layoff and Recall Process: After completion of the probationary period, preschool teachers shall accrue seniority from their first day of continuous service as a preschool teacher in the District. Preschool teachers shall have a separate seniority list and shall have employment rights only within the District's preschool program. Other district teachers shall not have bumping rights into the preschool program. In the event of job elimination or a reduction in force, the least senior non-licensed preschool teacher without a bachelor's degree will be the first to be placed on layoff. The least senior non-licensed preschool teacher with a bachelor's degree or higher will be second to be placed on layoff. The least senior and inappropriately licensed preschool teacher will be third to be placed on layoff. No appropriately licensed preschool teacher may be placed on layoff if a non-licensed or inappropriately licensed preschool teacher is employed. In the event there are no non-licensed or inappropriately licensed preschool teachers, appropriately licensed preschool teachers will be placed on layoff starting with the least senior. A preschool teacher on layoff will be placed on the recall list for a period of eighteen (18) months. The preschool teacher must accept the first offer of rehire or be removed from the recall list. If a preschool teacher accepts a position with fewer hours than previously held at the time of layoff, then they will continue to have

rights within the remainder of their recall period to be reinstated to their former hours.

8. EME Contract Provisions Applicable to Preschool Teachers: In addition to the benefits outlined in this MOU, the following Articles and/or sections in the Master Agreement apply to preschool teachers: Article I (Introduction), section 2.05 (Credit for Outside Experience), section 2.07 (Full Year Credit for Purposed of Step Advancement), section 2.08 (Payroll Deduction-Dues Checkoff), 2.10 (In-District Travel), section 3.01 (Basic Leave Allowance), 3.01.1 (Disability Leave), 3.01.2 (Sick Leave Pool), 3.01.3 (Family Illness or Bereavement Leave), 3.01.4 (Personal Leave), 3.01.5 (Religious Observance Leave), 3.03 (Professional Leave), 3.05 (Sabbatical Leave), 3.07 (Parental Leave), 3.08 (Judicial Leave), 3.09 (Leave for Holding Public Office), 3.10 (Military Leave), 3.11(Selective Service Physical Examination), 3.13 (Superintendent Discretionary Leave), 4.01 (Group Insurance Policies), 4.02 (Life Insurance and Accidental Death and Dismemberment Insurance), 4.03 (Income Protection Insurance), 4.04 (Hospitalization-Medical Insurance), 4.06 (Dental Insurance), 4.07 (Liability Insurance), 5.01.1 (Newly-Hired Teachers), 5.03 (Legal Holidays and Emergency Closings),5.05 (Preparation Time), 5.06 (Duty-Free Lunch Period), 8.02.3 (In-Service Requirements), and Article IX (Grievance Procedure). Contract provisions not noted in this section do not apply to preschool teachers.
9. 2023-2024 Salary Rates
 - a. A preschool teacher that holds a valid, Minnesota Tier 3 or Tier 4 teaching license will be paid on an hourly basis and in accordance with the appropriate salary level as listed in Appendix A of the Agreement. A licensed preschool teacher's initial step placement on the salary schedule found in Appendix A will be based on the teacher's previous full years of preschool teaching experience in a public school district and in accordance with section 2.07 of the Agreement. A licensed preschool teacher's lane placement on Appendix A will be in accordance with the Agreement. Acceptance of degrees and coursework for salary schedule purposes must be certified by an official transcript from an accredited college or university. Degrees must be germane to the teacher's educational assignment and degrees in other professional fields will not be approved for salary schedule placement purposes in accordance with section 2.06.3 of the Agreement.
 - b. A preschool teacher with less than a bachelor's degree will be placed on the first lane shown below and on the step that reflects their current step and years of service teaching preschool in the District.
 - c. A preschool teacher without a valid, Minnesota Tier 3 or Tier 4 license and a minimum of a bachelor's degree who was teaching in the District on or before July 1, 2023 will be placed on the B.A. or M.A. lane shown below as appropriate and on the step that reflects their current step and years of service teaching preschool in the District.

Step	Less than a Bachelor's Degree	Bachelor's Degree without a Valid MN Tier 3 or Tier 4 Teaching License	Master's Degree without a Valid MN Tier 3 or Tier 4 Teaching License
1	\$ 24.19	\$ 27.97	\$ 31.13
2	\$ 25.65	\$ 28.77	\$ 32.70
3	\$ 27.16	\$ 29.55	\$ 33.28
4	\$ 27.88	\$ 30.33	\$ 33.47
5	\$ 29.25	\$ 31.13	\$ 34.26
6	\$ 30.69	\$ 31.92	\$ 35.05
7		\$ 32.70	\$ 35.83
8		\$ 33.47	\$ 36.62
9		\$ 34.26	\$ 37.39
10		\$ 35.05	\$ 38.18
11		\$ 35.83	\$ 38.97
12-16		\$ 37.64	\$ 40.91
17+		\$ 39.52	\$ 42.95

10. 2024-2025 Salary Rates

- a. A preschool teacher that holds a valid, Minnesota Tier 3 or Tier 4 teaching license will be paid on an hourly basis and in accordance with the appropriate salary level as listed in Appendix B of the Agreement. A licensed preschool teacher's initial step placement on the salary schedule found in Appendix B will be based on the teacher's previous full years of preschool teaching experience in a public school district and in accordance with section 2.07 of the Agreement. A licensed preschool teacher's lane placement on Appendix B will be in accordance with the Agreement. Acceptance of degrees and coursework for salary schedule purposes must be certified by an official transcript from an accredited college or university. Degrees must be germane to the teacher's educational assignment and degrees in other professional fields will not be approved for salary schedule placement purposes in accordance with section 2.06.3 of the Agreement.
- b. A preschool teacher without a valid, Minnesota Tier 3 or Tier 4 teaching license will be placed on the schedule shown below as appropriate.

Step	Less than a Bachelor's Degree	Bachelor's Degree without a Valid MN Tier 3 or Tier 4 Teaching License	Master's Degree without a Valid MN Tier 3 or Tier 4 Teaching License
1	\$ 24.67	\$ 28.81	\$ 32.06
2	\$ 26.16	\$ 29.63	\$ 33.68
3	\$ 27.70	\$ 30.44	\$ 34.28
4	\$ 28.44	\$ 31.24	\$ 34.48
5	\$ 29.25	\$ 32.06	\$ 35.29
6	\$ 30.69	\$ 32.88	\$ 36.10
7		\$ 33.68	\$ 36.90
8		\$ 34.48	\$ 37.72
9		\$ 35.29	\$ 38.52
10		\$ 36.10	\$ 39.32
11		\$ 36.90	\$ 40.14
12-16		\$ 38.76	\$ 42.14
17+		\$ 40.71	\$ 44.24

11. 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.

12. This MOU sunsets on June 30, 2025.

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

Education Minnesota/Edina

ISD 273, Edina Public Schools

President

Board Chair

Date

Date

Memorandum of Understanding
Between Education Minnesota/Edina and Edina Public Schools
Special Education Support, 2023-2024 and 2024-2025

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 EM/E for the 2023-2024 and 2024-2025 school years;

WHEREAS, the District and EM/E share an interest in supporting special education teachers in the completion of due process paperwork;

WHEREAS, the District and EM/E agree to enter into a Memorandum of Understanding allowing for additional preparation time to be provided to special education teachers to complete due process paperwork during the 2023-2024 and 2024-2025 school years;

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

1. The District will continue to follow the parameters as outlined in the November 2016 Caseload Task Force Report whenever possible.
2. Full-time special education teachers will be entitled to 200 minutes per week of due process time within the student instruction day. Part-time teachers will receive a prorated period of time that reflects their FTE.
3. At the middle school level, 200 minutes per week of due process time should occur during the collaboration block (approximately 55-minute prep + 30 minutes of due process + 0 minutes of collaboration time = average 85-minute middle school collaboration block). If additional meetings that require special education attendance (e.g., team meetings, PLCs) are regularly scheduled by administration during the collaboration block, then special education teachers will be eligible for due process days as described in Paragraph 5 below.
4. The use of this time is to meet the requirements of professional responsibilities related to paperwork associated with due process. The time to complete due process professional responsibilities is in addition to the required preparation time.
5. If weekly due process time cannot be scheduled, special education teachers will be entitled to one due process day every four weeks, without a basic leave deduction.
6. 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.

7. This MOU sunsets on June 30, 2025.

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

Education Minnesota/Edina

ISD 273, Edina Public Schools

President

Board Chair

Date

Date

Memorandum of Understanding
Between Education Minnesota/Edina and Edina Public Schools
Online Teaching Terms and Conditions for the Implementation of Edina Online Offerings
2023-2024 and 2024-2025

It is agreed by and between Education Minnesota/Edina ("EM/E") and Independent School District No. 273, Edina Public Schools ("District") as follows:

- I. Although teachers are not expected to teach online courses without their consent, a teacher's full-time equivalency may be reduced if the assignment is rejected. If there are no current licensed district teachers willing to teach an online offering, the district can elect to cancel the course or secure qualified teachers through the district's posting process.
2. When online courses are offered, every effort will be made to assign them to teachers who accept the assignment. If there are no current licensed teachers willing to teach an online offering:
 - a. The course may be assigned to a current licensed teacher without the teacher's agreement. The teacher may reject the assignment.
 - b. If the district elects to offer an online course, and the assigned teacher rejects the assignment, the district will secure a qualified teacher through its posting process. In this event, the full-time equivalency ("FTE") of the teacher who rejected the assignment may be reduced through the granting of a Superintendent's discretionary leave for the rejected FTE. The superintendent discretionary leave concludes no later than the end of the school year of the assignment.
 - c. The district can elect to cancel the course.
3. Except in exigent circumstances, a teacher will not be expected to teach in a multi-modal format (i.e., supporting in-person and online students simultaneously during an assigned class period).
4. Online assignments will be built as part of a teachers' full-time equivalency.
5. If curriculum development is needed and authorized (e.g., new course), the teacher will be compensated at the curriculum development compensation rate.
6. 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.
7. This MOU sunsets on June 30, 2023 2025.

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

Education Minnesota/Edina

ISD 273, Edina Public Schools

EM/E President

Board Chair

Date

Date

