

# **MASTER AGREEMENT**

**MINNETONKA INFORMATION SYSTEMS ASSOCIATION**

**and the**

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

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

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## **ARTICLE I: PURPOSE**

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

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

## **ARTICLE II: RECOGNITION**

The Employer recognized the Association as the exclusive representative of all employees of Minnetonka School District No. 276, Minnetonka, Minnesota, who qualify as information systems professionals. The Association, as exclusive representative of the employees covered hereunder, shall have those rights and duties set forth in the P.E.L.R.A., as amended, and as described in the provisions of this Agreement.

## **ARTICLE III: DEFINITIONS**

### **SECTION 1**

**Information Systems Professional:** (sometimes referred to hereinafter as employee): shall mean all persons in a District-wide management function who by tradition have duties that are closely associated with the configuration, implementation and support of Information Systems, including, but not limited to persons who have titles such as network administrators, technical specialist, hardware and software specialist, telecommunications specialist, technology coordinator, who on a daily basis manage Information Systems and have access to confidential information.

### **SECTION 2**

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

### **SECTION 3**

**Association:** shall mean the Minnetonka Information Systems Association.

### **SECTION 4**

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

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

### **SECTION 1**

The Employer is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion and/or policy as the functions and programs

of the Employer; overall budget; utilization of technology; organizational structure; and the selection, direction and number of personnel.

## **SECTION 2**

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

## **SECTION 3**

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

## **SECTION 4**

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

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

## **SECTION 1**

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

## **SECTION 2**

The Association and/or its members shall not discriminate against any Information Systems Professional by reason of sex, race, color, creed, national origin, marital status or age, as those terms are defined under Title VII of the Civil Rights Act of 1964 or Chapter 363 of Minnesota Statutes. Since alleged discriminatory acts on the above-defined basis under the above-referenced statutes are under the jurisdiction of the appropriate state or federal agencies, the arbitration provisions of this Agreement which are set forth in Section 5 of Article VI shall not be applicable to any grievances alleging violations of the above provisions. Instead, any grievances alleging violations of the above provisions which are not satisfactorily adjusted under Levels 1 or 2 of the grievance procedure shall be subject to the jurisdiction of the appropriate federal or state administrative agency.

## **SECTION 3**

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

#### **SECTION 4**

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

### **ARTICLE VI: GRIEVANCE PROCEDURE**

#### **SECTION 1 - Definition**

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

#### **SECTION 2 - Days and Time Limits**

Reference to days regarding time periods shall refer to workdays.

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

#### **SECTION 3 - Time and Waiver**

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

#### **SECTION 4**

The Employer, the Association, and the Information Systems Professional shall adjust grievances in the following manner:

Subd. 1. Level I: Informal Discussion: Before a written grievance is submitted, informal discussions shall take place between the aggrieved party and the supervisor. Through these discussions the parties shall attempt to resolve the problem. If the grievance is not resolved, the Information Systems Professional may request in writing a Level II grievance hearing with the Superintendent or the Superintendent's designee.

Subd. 2. Level II: Superintendent or Designee: If the grievance is not resolved through informal discussions between the Information Systems Professional and the Superintendent of Schools or the Superintendent's designee, the Superintendent or the Superintendent's designee shall issue a written decision on the grievance. Said written decision shall be issued within ten (10) days after the informal discussions have terminated.

Subd. 3. Level III: School Board: In the event the grievance is not resolved at Level II, the decision rendered by the Superintendent may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set forth a time to hear the grievance. Said hearing shall be scheduled within thirty (30) days of receipt of the appeal. Within ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

#### **SECTION 5 - Arbitration Procedure - Level IV**

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

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

The Employer and the Association shall, within five (5) days after the filing of the request for arbitration, schedule a meeting at which time they shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and the Association are unable to agree on an arbitrator, either party may request the Bureau of Mediation Services (BMS) to provide a list of arbitrators pursuant to Minn. Stat. 179A.21 and the selection of the arbitrator shall proceed as provided for therein. Such request must be made within five (5) days following the above meeting.

#### **SECTION 6 - Jurisdiction**

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

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

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

#### **SECTION 7 - Representation**

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

#### **SECTION 8 - Fees and Expenses**

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

## **ARTICLE VII: PAID HOLIDAYS**

There shall be twelve (12) holidays per year as listed below. If school is in session on any of these days, holidays shall be taken on a day mutually agreed upon by the Superintendent and the Association. Should it be impossible to provide for all holidays, or if the parties cannot mutually agree upon a holiday because school is in session, the information systems professional's vacation period will be extended to compensate for such deficiency.

### **Holidays/Non-Duty Days.**

- a. Independence Day
- b. Labor Day
- c. Thanksgiving Day
- d. Day following Thanksgiving Day
- e. Christmas Eve Day
- f. Christmas Day
- g. New Year's Day
- h. Martin Luther King Day
- i. President's Day
- j. Good Friday (New Year's Eve Day if Good Friday is not recognized as a District holiday)
- k. Memorial Day
- l. One floating holiday (The date of the floating holiday must be approved by the Executive Director of Technology, and a maximum of 2 MISA employees can use the floating holiday on any given day. The floating holiday must be used by June 30 of each year).

Hourly employees who are requested by their supervisor and agree to work on a holiday listed above shall receive double pay for hours worked on the holiday.

## **ARTICLE VIII: DEVELOPMENT PROGRAMS**

### **SECTION 1**

Information systems professional support personnel who are required to have state licensure to hold a position are required to provide such at their own expense. Any course specifically required by the Employer will be paid by the Employer.

Subd. 1. When an employee requests time off to pursue formal training for certification purposes which occurs during the regular school day but which is only part time; that is, which allows him/her to be present in the normal place of assignment for most of the school day and to conduct essential school business, the request shall be submitted to the Superintendent or designee for action and to work out arrangements.

Subd. 2. When an employee requests time off to pursue formal training for licensure purposes which will consume more than half of the work day, it is considered a short-term leave of absence request which is taken to the Board of Education for action. In this latter case, a combination of paid leave and unpaid leave (or vacation leave) may be recommended.

## **SECTION 2**

The Employer recognizes the value of continuing training and personnel development to both the School District and the employee. Therefore, expenses associated with developmental programs such as in-service courses, summer school attendance, conferences, conventions, and short courses and workshops are viewed as a shared responsibility.

Subd. 1. The District will budget dollars to this end on an annual basis. The Superintendent or designee, in consultation with the information systems professional support personnel, is responsible for making such budgetary recommendations to the Board of Education and for implementing follow-through plans.

Subd. 2. Per diem expenses plus transportation, conference registration fee, parking and business telephone calls will be allowed at actual cost for approved educational conferences; however, in no case may reimbursement exceed budgeted dollars.

## **SECTION 3**

Participation in professional organization activity:

Subd. 1. Information systems professionals will be encouraged to accept and fulfill responsibilities in local, state or national organizations related to their District responsibilities.

Subd. 2. Release time may be granted by the Superintendent to individuals for participation in professional organization activities that are directly related to position job descriptions.

## **SECTION 4 - Membership Dues**

The District will budget dollars on an annual basis for information systems professionals to maintain membership in specified professional organizations for purposes of effectively carrying out their responsibilities with the District. The Superintendent or designee, in consultation with information systems professionals, is responsible for making such budgetary recommendations and for implementing follow-through plans.

## **SECTION 5 - Expense Reimbursements**

Subd. 1. The Minnetonka School District will reimburse information systems personnel for authorized travel incurred in the course of their responsibilities, exclusive of travel to and from home, at the rate set by the IRS. Any change by the IRS in its approved rate per mile shall become effective for mileage incurred commencing the month the new rate is announced.

Subd. 2. When the assigned responsibilities take the employee away from the normal situation for school business purposes, the District will reimburse that employee for authorized meals, parking, registration fees and school business telephone calls at actual cost.

Subd. 3. A verified account shall be submitted promptly to substantiate requests for expense reimbursements.



## **ARTICLE IX: HEALTH REQUIREMENTS**

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

## **ARTICLE X: WORK YEAR AND VACATION SCHEDULE**

### **SECTION 1 - Work Year**

The work year is based upon 261 duty days per fiscal year (July 1 - June 30) and a normal eight-hour schedule for each day worked. From this total, holidays are excluded from assigned work time as provided by Article VII, and vacation may be taken under the terms of this bargaining agreement in Article X, Section 2.

### **SECTION 2 - Vacation Schedule**

#### **Subd. 1. Levels I-VII**

Employees in Levels I-VII shall accrue vacation on the basis of 1.6 days per month, or a total of 20 days per year. When an employee has served 15 or more years in full time service in the Minnetonka Public Schools in a MISA unit position, or in a position formerly covered by Board Policy A-6, or another teaching or administrative position in the District, the employee will earn vacation at an accrual rate of 2.08 days per month, or 25 days of vacation per year.

The accrual rate shall increase from 1.6 days per month to 2.08 days per month, beginning with the July following the completion of 15 years of full time service, as indicated above.

Employees in Levels I-VII who were previously employed by the District shall begin accruing vacation at the rate of 2.08 days per month as defined above or beginning with the earlier of:

- a. The completion of 20 years of District employment; or
- b. The completion of 15 years of MISA (or policy A-6) employment

#### **Subd. 2. Levels A-B**

Employees in Levels A and B shall accrue vacation based on the following schedule:

- a. 13 days per year (1.083 days per month) for the first 5 years of employment
- b. 17 days per year (1.417 days per month) for 6-9 years of employment
- c. 21 days per year (1.75 days per month) for 10-15 years of employment
- d. 25 days per year (2.083 days per month) for 16 + years of employment

### **SECTION 3**

Employee vacation requests shall be subject to the approval of the Superintendent or Superintendent's designee, and shall be scheduled in accord with the following:

**Subd. 1.** The District needs for information systems personnel availability and personal desires of the information systems professional shall be taken into consideration in planning duty days and vacation days; however, scheduling of duty days and vacation shall be within the discretion of the District.

The employee may accrue vacation up to a maximum of 40 days.

Subd. 2. When an information systems professional resigns effective at the end of the fiscal year period and has met other terms of employment, the District will provide regular pay in lieu of vacation days off if the District finds it difficult to provide for early release, up to a maximum of 40 days.

Subd. 3. If an information systems professional requests release from employment before the end of a fiscal year period, or if the information systems professional has not met terms of employment at the time of resignation, the District may provide regular pay in lieu of vacation days earned at the time of departure, up to a maximum of 40 days.

#### **SECTION 4**

The Employer agrees to reimburse employees at the daily compensation rate for four (4) unused vacation days provided the employee has 320 hours of accumulated vacation leave remaining after reimbursement. For the purposes of this Article, the daily compensation rate shall be calculated by dividing the employee's annual salary by 260. The funds will be paid directly to the employee via payroll on or after July 1 of each year.

### **ARTICLE XI: LEAVES**

#### **SECTION 1 - Sick Leave**

Subd. 1. Each employee in the District shall be granted one (1) day of "sick leave" per month. This sick leave shall be termed "accrued" sick leave.

Subd. 2. Each employee upon employment by the District shall be granted forty-five (45) days of leave which shall be reserved for use in cases of long-term illness only, and which shall remain as "reserved leave" during the first and second year of employment. "Long term" shall be defined as any illness extending for more than fifteen (15) consecutive working days.

Subd. 3. Upon entering the third year of employment the long-term (reserved) "sick leave" shall become available as "accrued sick leave" and may be used as the need arises. No employee shall use more than sixty-five (65) days of the total "accrued sick leave" during any one period of absence.

Subd. 4. Sick leave with pay shall be allowed by the Employer whenever an employee's absence is due to an illness or physical disability of the employee which prevented the employee's attendance at the employee's place of work and performance of duties on that day or days.

Subd. 5. In the event the illness or physical disability is one that can be predicted before its commencement, such as by way of example, but not limitation, elective surgery or pregnancy, the employee shall inform the Employer in writing no later than three (3) months prior to the contemplated starting date of the illness or physical disability, or as soon as the contemplated illness or disability is known, whichever occurs first.

Subd. 6.

- a. The Employer may require an employee to furnish a medical certificate from the School Health Officer or from a qualified physician as evidence of illness during an extended absence or as the result of an unusual or abnormal pattern of absences in order to qualify for sick leave pay. In the event a medical certificate is required, the employee will be so advised.
- b. In individual cases, the Employer shall have the right to require that the employee be examined by a physician of the Employer's choice and at the Employer's expense. In such cases, the medical conclusion of this physician as to the beginning and ending of actual illness or physical disability shall be binding on the parties and conclusive as to the commencement and return dates of the employee and the employee's entitlement to sick pay under this section, unless the employee shall inform the Employer the physician's statement is unacceptable within three (3) days of receipt of the physician's statement.
- c. In the event the employee has submitted to such examination, the employee has properly informed the Employer the physician's statement is unacceptable to the employee, the employee shall select a physician competent in the field related to the employee's illness or physical disability from a list of three provided by the Employer. The examination shall be at a time and place designated by the Employer. The employee shall be responsible for the physician's expense unless the physician's medical conclusions are essentially different from those of the Employer's at the expense of the Employer. Upon request, a copy of the report of the physician shall be furnished to the employee. The medical conclusions of this physician as to the beginning and ending of actual illness or physical disability shall be binding upon the parties and conclusive as to the commencement and return dates and any entitlement to sick pay under this section.

Subd. 7. Reimbursement for Unused Sick Leave

As of the end of each fiscal year, the MISA member will be reimbursed for 32 hours of unused sick leave per year. To qualify for reimbursement, the employee's accrued basic leave must total at least 520 hours with less than 32 hours of sick leave being used during the previous twelve (12) months. The reimbursement will be paid directly to the employee via payroll on or before July 1 of each year.

**SECTION 2 - Death or Serious Illness Leave**

Subd. 1. Leaves of absence without salary deductions will be granted for deaths, funerals, or serious illness where life is in peril in the employee's family pursuant to the rules of this section. Requests must be made to the Superintendent for leaves under this provision.

Subd. 2. Up to five (5) days will be allowed if the death, funeral, or serious illness involves the employee's parents, sister, brother, spouse, child or blood relative residing in the same household.

Subd. 3. Up to three (3) days will be allowed in the case of the death or serious illness of the employee's spouse's father, mother, sister, or brother.

Subd. 4. Up to one (1) day may be allowed in case of death or serious illness of any other relative or close friend.

Subd. 5. Additional leave may be allowed under this section at the discretion of the Superintendent and may be deducted from sick leave.

### **SECTION 3 - Personal Leave**

Subd. 1. Upon request to the Superintendent or designee, one (1) day of personal leave per year may be granted without salary deduction.

Subd. 2. This day of leave shall not be used when other sections of this policy make provision for the absence.

### **SECTION 4 - Other Extended Leaves**

Subd. 1. An employee may apply for a paid or unpaid leave of absence for any reason not covered under other Articles of this Agreement. Advanced study, fellowship, teaching abroad, travel specialized employment, government education programs, exchange programs, adoption leave, personal problems leave and family illness are examples of other long and short term leaves.

Subd. 2. An application for a leave of absence under this section shall be made in writing to the Superintendent of Schools, setting forth the reason for the requested leave. No such leave shall be granted unless expressly authorized by the School Board in writing.

In considering such leave request, the School Board will give consideration to factors as provided by School Board policy.

Subd. 3. Leaves of absence required by law will be granted according to the provisions of the law.

Subd. 4. If an employee is granted a leave under this Article, the employee shall not be eligible for any of the fringe benefits provided for in this Agreement, nor for any pay during said leave except as may be agreed upon in writing by the School Board at the time the leave is granted.

Subd. 5. In the event a leave is granted under this Article, the employee shall retain such amount of sick leave days and other accrued benefits including experience credit, as the employee had accrued prior to the leave, for use upon the employee's return. No accrual of leave, experience credit, or accrual for any other purpose shall take place during the time the employee is on such leave unless the School Board has expressly provided for such in writing at the time of granting the leave.

Subd. 6. Employees on leave shall notify the Superintendent of their intention to return as may be required by the Superintendent.

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

## **SECTION 5 - Report of Absence**

In the event an illness or absence occurs, an absentee report must be completed and submitted to the immediate supervisor.

## **SECTION 6 -**

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

- a. An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.
- b. An employer may limit the use of personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.
- c. For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.
- d. For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.
- e. This section does not prevent an employer from providing greater sick leave benefits than are provided for under this section.

## **ARTICLE XII: JURY DUTY**

### **SECTION 1**

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

### **SECTION 2**

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

## **ARTICLE XIII: SABBATICAL LEAVE**

### **SECTION 1**

Sabbatical leaves may be granted to employees after at least six (6) years of professional employment in the District for the purpose of:

- Accredited advanced study
- Research
- Educational Travel
- Related professional activity

### **SECTION 2**

The activity to be engaged in must be related to present or future professional responsibilities in the District or related areas that can be anticipated to improve the employee's service to the District.

### **SECTION 3**

The employee granted a sabbatical leave shall be paid an amount equal to at least one-half of his/her current salary.

### **SECTION 4**

Employees granted a sabbatical leave must discharge professional duties in the District for at least two (2) years following the leave or repay the amount received while on sabbatical leave. Exception to this can be made only because of death, serious illness or disabling injury to employees which prevents their fulfilling this obligation.

### **SECTION 5**

Written applications shall be made to the Superintendent for a recommendation to the Board of Education. The applicant shall be notified in writing of the action taken on the application.

## **ARTICLE XIV: CHILD REARING LEAVE**

### **SECTION 1**

Child rearing leave of absences shall be available for employees for a period of time, not to exceed one (1) calendar year, for the purpose of caring for a child where the applicant has the legal responsibility for the care and/or support of said child. Such leave to be subsequent to birth of the child, or, in the case of adoption, when the child is physically released to employee-parent.

### **SECTION 2**

Subd. 1. At least two (2) calendar months prior to the estimated delivery date of the child, the employee shall be required to notify the Employer in writing whether or not the employee intends to take child-rearing leave. This election may be changed at any time before the employee is no longer disabled from working due to childbirth or pregnancy related disability or before the fifteenth (15th) day after the birth of the child, whichever is sooner.

Subd. 2. Upon filing an application for adoption of a child, the employee shall be required to notify the Employer, in writing, of the employee's intention to take a child-rearing leave. Such

notice to include the estimated date when such leave shall become effective.

### **SECTION 3**

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

### **SECTION 4**

Subd. 1. The child-rearing leave must commence within eight weeks of the child's birth.

Subd. 2. In the case of adoption, the child-rearing leave will commence within eight weeks of the date when the child is physically released to the information systems professional-parent.

### **SECTION 5**

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

### **SECTION 6**

The end of the child-rearing leave shall be a date mutually agreed upon between the employee and the Employer but shall not exceed one (1) calendar year from its inception. Failure to return on the approved date may constitute grounds for termination.

### **SECTION 7**

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

### **SECTION 8**

An employee returning from child-rearing leave will be re-employed in the employee's former position, if available. If that position is not available, then the employee will be assigned to a position of comparable duties, number of hours and pay for which the employee is otherwise qualified.

### **SECTION 9**

Employees on child-rearing leave shall notify the Superintendent by certified letter of their intention to either: (1) return to employment as scheduled in accordance with the following schedule:

- a. At least ninety (90) days prior to the specified return date of said leave when the return date of said leave was intended to coincide with the opening of school.
- b. At least sixty (60) days prior to the specified return date of said leave when such date falls at any other time during the school year.

The employee shall lose all reemployment rights if the employee fails or refuses to notify the Employer by certified mail of the employee's intention to return to work according to the above

schedule; or if the employee fails to return to work at the time previously scheduled when the leave of absence was granted under the provisions of this policy.

#### **SECTION 10**

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

#### **SECTION 11**

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

#### **SECTION 12**

The parties agree that the applicable periods of probation for information systems professionals as set forth in Minnesota Statutes are intended to be periods of actual service enabling the Employer to have opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on child-rearing leave shall not be counted in determining the completion of the probationary period.

#### **SECTION 13**

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

### **ARTICLE XV: REORGANIZATION AND/OR REDUCTION IN ADMINISTRATIVE STAFF**

#### **SECTION 1**

In the event there is going to be a reorganization and/or reduction in information systems professional staff, including consideration of consultant services to replace a unit position, the Superintendent will meet in advance with the Association to solicit suggestions, ideas, and criteria which might then be used in developing and formulating alternative plans.

#### **SECTION 2**

In the event that information systems professional positions are likely to be abolished or discontinued, the assignment of Association personnel to remaining positions will draw upon multiple criteria, among which will be longevity, qualifications of persons to assume new roles and responsibilities, past performance records, and organizational needs in forthcoming months and years.

#### **SECTION 3**

In the event there is a proposed reduction in the number of unit positions, affected individuals are to be notified in writing prior to the time a final decision is made by the Board of Education.

#### **SECTION 4**

If the decision is made to reduce a District-wide information systems professional position, written



notification to this effect is to be given to the person assigned to the position at least 90 days before the person is terminated, unless other arrangements have been made by mutual agreement.

## **ARTICLE XVI: RELEASE FROM POSITION**

In the event the performance of an information systems professional appears to be deficient, the following steps are to be taken for such information systems professionals.

### **SECTION 1**

The supervisor is to openly and frankly discuss the perceived deficiency with the individual.

### **SECTION 2**

Jointly, the supervisor and supervisee are to develop a plan and carry out steps that, potentially, may correct the deficiency including such things as consultation with others in like positions, pursuit of course work, visitations, attendance at workshops, and realignment of responsibilities, if possible.

### **SECTION 3**

In the event the supervisor determines that these efforts to overcome deficiencies and to improve performance have been unsuccessful and that termination is the best course of action, specific procedural steps are to be taken.

Subd.1. The supervisor is to notify the supervisee of such proposed action in writing, including the reasons for the proposed release and to send a duplicate copy to the Superintendent.

Subd.2. Within fourteen (14) calendar days of the formal notification, the supervisee may request a hearing from the Superintendent. In the event the Superintendent is the immediate supervisor, the supervisee may request a hearing within fourteen (14) calendar days from the Board of Education. If no hearing is requested within this period, it shall be deemed acquiescence by the supervisee.

Subd.3. The date of actual separation may not be earlier than thirty (30) calendar days after the date of formal notification of proposed release from position. Normally, the release will be effective on June 30, unless there are unusual circumstances in the case.

### **SECTION 4 - Probationary Employment**

Subd. 1. An employee is a probationary employee during the first six (6) calendar months of employment.

Subd. 2. The Employer reserves the right to discipline, lay off, and/or discharge for any non-discriminatory reason with respect to probationary employees. No matter concerning discipline, layoff or termination of a probationary employee shall be subject to the grievance procedure. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

## **ARTICLE XVII: INSURANCE FRINGE BENEFIT ALLOCATION**

### **SECTION 1**

#### **Subd. 1. Levels I-VII**

The District will allocate a monthly contribution to each eligible full time information systems professional in Levels I-VII for use in purchasing fringe benefits under this policy.

The monthly contribution will be \$784 per month effective July 1, 2020 for employees taking single health insurance; the allocation also covers dental and life insurance. For the purposes of Section 2, Subdivision 1, the cash back in lieu of benefits for employees taking single coverage will be based on a maximum of \$645 per month.

For employees enrolled in employee plus 1 insurance, the allocation will be \$941 per month effective July 1, 2020. For employees enrolled in family insurance, the allocation will be \$1,032 per month effective July 1, 2020.

#### **Subd. 2. Levels A-B**

The Employer shall pay \$672 per month effective July 1, 2020, for individual coverage, towards the monthly premium for individual coverage for all employees who are eligible for, and are enrolled in, the School District Group Hospitalization, Medical and Major Medical Plan, and who elect to receive individual coverage only.

The Employer shall pay up to \$865 per month effective July 1, 2020, toward the monthly premium for employee +1 coverage for all employees who are eligible for, and are enrolled in, the School District Group Hospitalization, Medical and Major Medical Plan, and who elect to receive employee +1 coverage.

The Employer shall pay up to \$906 per month effective July 1, 2020, for all employees who are eligible for, and are enrolled in, the School District Group Hospitalization, Medical and Major Medical Plan, and who elect to receive family coverage.

**Subd. 3.** Said allocation will commence on July 1 of each year and will be made to the information systems professional's account at the beginning of each month during which the information systems professional is entitled to full salary from the District.

**Subd. 4.** Each full-time information systems professional who begins work prior to the fifteenth of any month is eligible for the full monthly allocation. An information systems professional who begins after the fifteenth day is not eligible for the allocation for that month.

**Subd. 5.** A full-time information systems professional is defined as a person employed for a minimum of six hours per day or equivalent per day period for the term in which school is normally in session.

## **SECTION 2**

Each eligible information systems professional will be required to purchase individual coverage under one of the approved health insurance plans, the life insurance plan, and the income protection plan.

Subd. 1. An information systems professional in Levels I-VII will receive as additional salary any money allocated to the information systems professional which was not charged against the information systems professional's fringe purchases. The monthly unused fringe benefit allocation shall be annualized and divided evenly over the pay periods in the contract year. Effective July 1, 2010, the cash back in lieu of benefits will be based on a maximum of \$645 for employees taking single health insurance.

Subd. 2. Allocation and right to participate in insurance fringe benefits will cease upon termination from District employment, except as otherwise provided.

## **SECTION 3**

An information systems professional may elect additional coverage which may be available under District insurance plans for health, life and income protection. If the premiums for these coverages exceed the amount of the District contribution detailed in Section 1 of this Article, the additional cost shall be borne by the information systems professional and paid by payroll deduction while the information systems professional is receiving pay from the District.

## **SECTION 4 - Fringe Benefits for Employees Working at Least .5 FTE but Less Than .75 FTE**

An information systems professional in this category is defined as a person employed for a minimum of four hours per day or equivalent for the term in which school is normally in session, but does not have sufficient hours to qualify under the provisions of Section 1, Subd. 3, as a full time information systems professional.

Subd. 1. The Employer shall pay the cost of the lowest individual health insurance coverage effective July 1, 2002 for all part time information systems professionals who are eligible for, and are enrolled in, the School District group hospitalization, medical and major medical plan. The coverage and benefits provided shall be, in all cases, governed by the terms and conditions of the insurance policy and policies and procedures of the insurance carrier and the insurance policy.

Subd. 2. Part time information systems professionals who are eligible for, and are enrolled in, the School District group hospitalization, medical and major medical plan, and who elect to receive both individual and family coverage, shall bear the additional cost of the premium. The additional cost shall be paid by payroll deduction while the employee is receiving pay from the District. The coverage and benefits provided shall be in all cases, governed by the terms and conditions of the insurance policy and the policies and procedures of the insurance carrier. The Employer will select the insurance carrier and the insurance policy. To qualify for family coverage, the employee must have eligible dependents as defined by the insurance carrier, and must make a request for such coverage on a form provided by the Employer.

## **SECTION 5 - Available Fringe Benefits**

Subd. 1. Coverage and benefits provided shall be, in all cases, governed by the terms and conditions of the insurance policy and the policies and procedures of the insurance carrier. The District will select the insurance carrier and the policy of insurance.

### Subd. 2. Health and Accident Plans

The District shall make available to the information systems professional hospitalization, medical, major medical and health maintenance organization insurance coverage.

### Subd. 3. Income Protection Insurance

Income protection insurance equivalent to that in effect on July 1, 2002 shall be available and paid for by each full-time information systems professional on an after tax basis. The Employer will select the insurance carrier.

### Subd. 4. Term Life Insurance

The Employer shall pay for a \$50,000 term life insurance policy, each with a double-indemnity provision in the case of an accidental death for each employee who is regularly scheduled to work thirty (30) or more hours per week. Such life insurance provisions shall be available for employees only based on the provisions and coverage the carrier is willing to provide. Life insurance provisions shall be available for employees over the age of sixty-five (65) only if offered by the insurance carrier and then only based on the provisions and coverage the carrier is willing to provide. The Employer will select the insurance carrier and the policy of the insurance.

### Subd. 5. Dental Insurance

- a. The administration of any dental plan provided this plan will be consistent with the policies and procedures established by the insurance carrier.
- b. To the extent such cost exceeds the monthly amount allocated to the information systems professional pursuant to Section 1 above, the cost of any such group dental insurance shall be borne by the information systems professional. It shall be paid by payroll deduction while the information systems professional is receiving pay from the District.
- d. For levels A and B, the Employer shall pay 100% of the cost of individual dental insurance.

## **SECTION 6 - Fringe Benefits for Employees on Leaves of Absence**

### Subd. 1. Health and Accident Plans

- a. The District will provide individual health and accident insurance for information systems professionals on leaves of absence that begin on or after July 1, 2018, and for information systems professionals on medical leaves of absence for a period of years worked not to exceed three years. .
- b. Dependent coverage will be available at the administrator's expense.

Subd. 2. Income Protection Insurance

Information systems professionals on sabbatical leave will be provided income protection insurance based on the salary they earned the year preceding the sabbatical.

Subd. 3. Term Life Insurance

Information systems professionals on sabbatical leave will be provided term life insurance to the same level as an active employee.

Subd. 4. All leaves of absence other than those noted in this section will terminate District responsibility for insurance subsidy; however, the Board of Education may make exceptions.

**SECTION 7 - Flexible Benefit Plan**

The District shall make available to the information systems professionals a flexible benefits plan pursuant to the provisions of Section 125 of the Internal Revenue Code. This plan, the details of which will be agreed upon by the parties, will provide a system whereby information systems professionals may elect to allocate monies from their salary to be used for the purchase of medical, vision, dental and child care expenses.

**ARTICLE XVIII: RETIREMENT AND TERMINATION BENEFITS**

**SECTION 1 - Involuntary Severance Benefits**

An Involuntary Severance Benefit is defined as a dollar payment made to an information systems professional by the District if termination of District employment occurs for reasons of District reorganization and/or reduction in force.

Subd. 1. Accrual

An information systems professional will be credited with five (5) days of severance for each service year rendered.

Subd. 2. Eligibility

- a. The information systems professional must work for 3 (three) or more years within the District to be eligible.
- b. Separation from the District shall not be for one of the following reasons:
  - (1) termination related to unsatisfactory work performance;
  - (2) a voluntary resignation for purposes of employment outside the District;
  - (3) a reduction in pay or time which is twenty-five percent (25%) or less.Exceptions to these rules may be made by the Board of Education.
- b. The maximum number of days for employees less than age sixty (60): Seventy-five (75) days.
- d. The maximum number of days for employees sixty (60) or older; benefit the same as provided in Section 2, Voluntary Severance Plan as provided by Subd. 2 at the choice of the employee.

Subd. 3. Payment and Benefits

- a. One (1) day of involuntary severance pay is equal to the amount earned per day by the information systems professional during the final year of employment within the District.
- b. In addition, the District will provide the information systems professional with individual health and accident coverage for a period of one (1) year, one-half the cost of dependent coverage--if qualified--in any District health and accident plan in which the employee participates for a period of one (1) year, and life insurance as in effect for active information systems professional for a period of one (1) year. The exception to this one (1) year rule is made for the person who is severed after the age of fifty-eight (58) in which case the information systems professional will receive the same benefits as stated under Section 1 of this Article.

**SECTION 2. Retirement Savings Match**

Subd. 1. Purpose of the Match

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

Subd. 2. Benefit

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

Completing 1 Year of Service (Year 2 of Service).....	3%
Year 3 of Service and Thereafter.....	5%

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

Subd. 3. Allocation Year to Begin July 1

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

Subd. 4. Enrollment Limited to Participating Companies

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

For new employees hired for employment for the 2018-19 school year and thereafter, tax sheltered purchases will be limited to the following 8 tax sheltered annuity companies:

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

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

### **ARTICLE XIX: DUES CHECK OFF**

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

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

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

### **ARTICLE XX: SALARY STRUCTURE AND PRINCIPLES OF APPLICATION**

#### **SECTION 1 - Responsibility Groupings (salary categories)**

Subd. 1. The salary structure for information systems professional positions shall consist of salary categories which shall progress in an orderly alignment from the lowest category to the highest.

- a. Salary payments above the minimum salary, but not to exceed the career level salary, may be justified where the newly hired or promoted person has training and experience in excess of the minimum position requirements.

Subd. 2 Career Level Salary is the salary which is considered to be fair and equitable compensation for an information systems professional who is fully qualified from the standpoint of training and experience, and who has proven ability to perform in all areas for which accountable.

- a. Advancement of one year on the range is expected for satisfactory job performance and continually improved performance.

- (1) In appraisal of performance, the position responsibility write-up for each position will be reviewed by the information system professional's immediate supervisor.

- (2) Failure to fulfill expectations involves:

- (a) Discussion(s) with the individual as to areas for improvement,
    - (b) Possible withholding of increments; and/or
    - (c) Removal from the position.

## **SECTION 2**

Salaries for the 2020-2021 and 2021-2022 school years are shown in Appendix A and attached as a part of this agreement.

Employees shall be eligible for step increases on July 1 of each year.

## **SECTION 3**

To permit the School District to maintain a competitive position in the employment market, nothing in this article shall limit the District from increasing a salary range for a position or increasing the frequency of step increases for an employee.

### **ARTICLE XXI: SEVERABILITY**

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

### **ARTICLE XXII: WORK STOPPAGES**

In the event of a strike or work stoppage by other employees, it is mutually agreed that Information Systems Professionals covered by this Agreement shall be on duty and carry out policy, rules, and assignments as may be directed by the Employer. The Employer reserves the right to make whatever directives that are in the Employer's judgment necessary for the operation or protection of District programs and facilities. The Association agrees that it will not directly or indirectly engage in, support, or assist in any strike against the Employer.

### **ARTICLE XXIII: DURATION**

This Agreement shall remain in full force and effect until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement after its expiration, said party shall give written notice of such intent prior to the expiration of this Agreement. Unless otherwise mutually agreed, the parties shall not commence negotiations before 90 days preceding the expiration of this Agreement.



## ARTICLE XXIV: COMPLETE AGREEMENT

### SECTION 1

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

### SECTION 2

Any matters related to the current contract terms, whether or not referred to in this Agreement, shall not be open for negotiation except by mutual consent during the term of this Agreement.

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

**For the MINNETONKA INFORMATION SYSTEMS ASSOCIATION**

Jessica B. Sliwa  
Negotiator, MISA

9/2/2020  
Date

Leticia Stuckhouse  
Negotiator, MISA

Licia Stuckhouse  
Negotiator, MISA

Karen C. Green  
Negotiator, MISA

K. R. R.  
Negotiator, MISA

**For the MINNETONKA PUBLIC SCHOOLS INDEPENDENT SCHOOL DISTRICT #276**

Dawn Becker  
Chairperson, School Board

Sept. 17, 2020  
Date

[Signature]  
Clerk, School Board

[Signature]  
Representative, School Board

Robyn S. Leinen  
Representative, School Board

## APPENDIX A – SALARY SCHEDULES

**2020-2021 Salary Schedule**

2020-2021 Salary Schedule																
Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Career	Career 1	Career 2	
Level I	\$49,813	\$50,820	\$51,828	\$52,883	\$53,938	\$55,038	\$56,138	\$57,288	\$58,439	\$59,641	\$60,844	\$62,101	\$63,357	\$1,020	\$916	
Level II	\$53,938	\$55,038	\$56,138	\$57,108	\$58,439	\$59,641	\$60,844	\$62,101	\$63,357	\$64,611	\$65,864	\$67,297	\$68,728	\$69,748	\$65,293	
Level III	\$58,439	\$59,641	\$60,844	\$62,101	\$63,357	\$64,670	\$65,983	\$67,356	\$68,728	\$70,162	\$71,595	\$73,092	\$74,591	\$75,611	\$70,664	
Level IV	\$65,794	\$67,061	\$68,328	\$69,595	\$70,861	\$72,127	\$73,394	\$74,662	\$75,928	\$77,195	\$78,460	\$79,727	\$80,994	\$82,014	\$76,527	
Level V	\$71,390	\$72,772	\$74,155	\$75,539	\$76,923	\$78,305	\$79,687	\$81,073	\$82,458	\$83,839	\$85,520	\$86,604	\$87,986	\$89,006	\$82,930	
Level VI	\$77,499	\$79,008	\$80,519	\$82,029	\$83,540	\$85,051	\$86,559	\$88,073	\$89,585	\$91,093	\$92,602	\$94,112	\$95,623	\$96,643	\$89,922	
Level VII	\$83,541	\$85,051	\$86,559	\$88,073	\$89,585	\$91,093	\$92,603	\$94,112	\$95,623	\$97,210	\$98,797	\$100,436	\$102,076	\$103,096	\$97,559	
															\$104,012	

**2020-2021 Wage Schedule**

Level	Career Increments for Yrs Service Credit					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level A	\$21.06	\$21.51	\$21.96	\$22.42	\$22.87	\$23.33
Level B	\$24.31	\$24.74	\$25.16	\$25.58	\$26.00	\$26.44
Level C	\$28.14	\$28.53	\$28.89	\$29.25	\$29.62	\$30.01

**2021-2022 Salary Schedule**

2021-2022 Salary Schedule															Career Increments for Yrs Service Credit					
Level		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Career	Career 1	Career 2				
Level I		\$50,563	\$51,570	\$52,578	\$53,633	\$54,688	\$55,788	\$56,888	\$58,038	\$59,189	\$60,391	\$61,594	\$62,851	\$64,107	\$65,127	\$1,066				
Level II		\$54,688	\$55,788	\$56,888	\$57,858	\$59,189	\$60,391	\$61,594	\$62,851	\$64,107	\$65,361	\$66,614	\$68,047	\$69,478	\$70,498	\$66,193				
Level III		\$59,189	\$60,391	\$61,594	\$62,851	\$64,107	\$65,420	\$66,733	\$68,106	\$69,478	\$70,912	\$72,345	\$73,842	\$75,341	\$76,361	\$71,564				
Level IV		\$66,544	\$67,811	\$69,078	\$70,345	\$71,611	\$72,877	\$74,144	\$75,412	\$76,678	\$77,945	\$79,210	\$80,477	\$81,744	\$82,764	\$77,427				
Level V		\$72,140	\$73,522	\$74,905	\$76,289	\$77,673	\$79,055	\$80,437	\$81,823	\$83,208	\$84,589	\$86,270	\$87,354	\$88,736	\$89,756	\$83,830				
Level VI		\$78,249	\$79,758	\$81,269	\$82,779	\$84,290	\$85,801	\$87,309	\$88,823	\$90,335	\$91,843	\$93,352	\$94,862	\$96,373	\$97,393	\$90,822				
Level VII		\$84,291	\$85,801	\$87,309	\$88,823	\$90,335	\$91,843	\$93,353	\$94,862	\$96,373	\$97,960	\$99,547	\$101,186	\$102,826	\$103,846	\$104,912				

**2021-2022 Wage Schedule**

Level	Career Increments for Yrs Service Credit					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level A	\$21.41	\$21.86	\$22.31	\$22.77	\$23.22	\$23.68
Level B	\$24.66	\$25.09	\$25.51	\$25.93	\$26.35	\$26.79
Level C	\$28.49	\$28.88	\$29.24	\$29.60	\$29.97	\$30.36

**MEMORANDUM OF UNDERSTANDING**  
**On Professional Development**

In that the Minnetonka Public Schools wishes to encourage and support the on-going professional development of members of our technology team, for the 2020-2021 and 2021-2022 school years, the District will support their professional development financially as follows:

1. Employee-initiated Professional Development

- a. For members of the Minnetonka Information Systems Association (MISA) who have been employed for at least six months, the School District shall reimburse 75% of tuition expense for up to a total reimbursement limit of Two Thousand Dollars (\$2,000) per year during the period of July 1, 2020 – June 30, 2022.
- b. To be eligible for reimbursement, the employee must submit a written request to the Executive Director of Technology, specifying the educational institution, course name and description, and rationale as to how the course content will advance his/her skills within the Technology Department.
- c. Pre-approval must be made by the Executive Director of Technology, with actual reimbursement subject to the District's receipt of an official transcript of the work completed.
- d. Reimbursement for work completed during the July 1, 2020 – June 30, 2022 must be submitted to the School District not later than June 30, 2022.
- e. In the event the MISA employee voluntarily leaves the District's employ within one (1) year of receiving a reimbursement payment, the schedule for reimbursing the District will be as follows:
  - i. Leaving within 0-6 months=100% repayment
  - ii. Leaving within 7-9 months=50% repayment
  - iii. Leaving within 10-12 months=30% repayment
- f. Employer Required Professional Development  
Professional Development required by the School District shall be paid for or reimbursed in accord with School District policy.

  
\_\_\_\_\_  
Minnetonka Public Schools

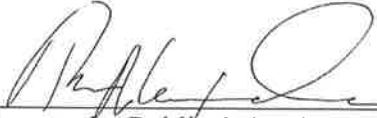
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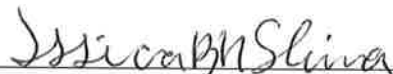
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**MEMORANDUM OF UNDERSTANDING**  
**Supplemental Payment for Unanticipated Health Insurance Increase**

Effective January 1, 2021 in the event that the portion of the insurance allocation set out in Article XVII, Section 1, Subd. 1-2 which is used to pay for health insurance, exceeds by more than 5% the sum of the monthly premium, the District will pay such increase not to exceed \$50 per month. This language will sunset on June 30, 2022.

  
\_\_\_\_\_  
Minnetonka Public Schools

8/31/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Minnetonka Information Systems Association

9/2/2020  
\_\_\_\_\_  
Date