



Jordan School District #717
Policy Committee Meeting Minutes

Monday, December 9, 2019 at 5:15 PM
Policy Committee Meeting
Jordan Public Schools
500 Sunset Drive; Suite 3
Jordan, MN 55352

1. 299 Student School Board Representative
2. 540 Student Clubs
3. 535 Service Animals in Schools & FORM - New Policy
4. 825 Animals on School Property

School Board Clerk

Date

Jordan District Schools Policy

Adopted: February 12th, 2018

Revised: December 9th, 2019

299 STUDENT REPRESENTATIVE TO THE SCHOOL BOARD

I. PURPOSE

The school board recognizes its responsibility to develop educational policies that reflect the concerns of its constituency and the interests of students. A student representative on the school board provides a mechanism whereby the views, needs, and recommendations of students can be carefully considered in the development of policies and programs. Student representation on the school board is authorized in accordance with this policy.

II. GENERAL STATEMENT OF POLICY

A. Selection

A student representative shall be selected from the student body of the Jordan High School to serve on the school board. This student representative will provide student views and suggestions in regard to the development of educational policies and programs and will serve as an advisor to the school board.

B. Eligibility

The person selected from the student body shall be a member of the **sophomore**, junior, or senior class during their serving period.

C. Term

The student representative shall serve for one fiscal year beginning on July 1st and ending on June 30th.

D. Election

The superintendent and high school principal shall establish the date and method for selection within the guidelines of this regulation and submit the name of the appointee to the school board.

E. Duties

1. The student representative shall attend school board meetings and provide perspective, from the student point of view, to school board deliberations.
2. The student representative will prepare for school board meetings by becoming familiar with agenda items pertaining to the student body and attached materials received prior to each school board meeting.
3. The student representative shall participate in the regular school board orientation and any other in-servicing activities deemed appropriate by the Superintendent and/or Board Chair.
4. The student representative shall attend applicable trainings and workshops as determined and recommended by the Superintendent and/or Board Chair. Transportation and applicable expenses will be paid for by the district.
5. The student representative shall abide by the school board's policies, rules of parliamentary procedure, and processes.

F. Limitations

1. The student representative shall not vote on issues before the school board.
2. The student representative shall not receive compensation for serving on the school board.
3. The student representative shall not be furnished or exposed to material and will not participate in discussions pertaining to the following:
 - a. personnel matters or private personnel data;
 - b. negotiation materials;
 - c. land acquisition or sale information;
 - d. items covered by the attorney-client privilege;
 - e. private student data, including student discipline information.

Legal References:

Cross References:

JORDAN DISTRICT SCHOOLS

POLICY

Adopted: February 9, 2015

Revised: February 12th, 2018

540 STUDENT CLUBS

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for the establishment of student clubs.

II. GENERAL STATEMENT OF POLICY

Students are encouraged to establish clubs which comply with state and federal law and are consistent with the school district philosophy and goals.

III. DEFINITIONS

A. Cocurricular Activities

Cocurricular activities are activities performed by students that fall outside the realm of the normal curriculum of school education. Although these activities may be student-led, they are typically initiated by school faculty or parents.

B. Clubs

A club is an association of people united by a common interest or goal which exists for voluntary or charitable activities. Clubs are typically student-initiated and student-led.

IV. STUDENT CLUBS IN GENERAL

Student clubs are differentiated into two groups.

A. Not District-Recognized

Groups utilizing district facilities, but not affiliated with the school district shall have access (under equal access policy) to district facilities for meeting. These clubs must schedule time and space through the District Community Education Office. Such groups will not have access to announcements and/or advertisement within individual buildings.

B. District-Recognized

The school board will review proposals for clubs wishing to be district-recognized. These

clubs will be expected to adhere to Minnesota State High School League guidelines for good sportsmanship and ethical behavior, along with district policies regarding eligibility. Membership in district-recognized clubs will be open to all students who meet the criteria set forth within each club's constitution. Rights granted to these clubs are:

1. access to building announcements and other means of advertisement within facilities;
2. access to facilities for meetings and activities;
3. ability to sponsor public activities with approval from the building principal and/or Activities Director; and
4. supervision by district-approved advisor.

Responsibilities of these organizations are:

1. maintain an updated, accurate and School Board approved constitution; and
2. every two years, documentation of membership, finances and sponsored activities will be submitted to the Building Principal and/or Activities Director.

V. ORGANIZATIONAL STRUCTURE

Jordan School District students have the opportunity to establish clubs which meet the goals and objectives of the school district. Groups receiving district-recognized status will meet established criteria as follows:

- A. Minimum membership of ten students;
- B. Supervision by district-approved advisor; and
- C. Organizational constitution that includes membership requirements submitted to and approved by the School Board.

VI. PROCEDURE FOR OBTAINING DISTRICT-RECOGNITION STATUS

The Jordan School Board reserves the right to grant conditional and/or final approval for district-recognition of clubs. The school board may choose to limit the number of recognized groups according to resource limitations.

- A. Students interested in seeking district-recognition for a club will present a preliminary proposal, including Statement of Purpose, to the Building Principal and/or Activities Director for consideration. This recognition request will then be forwarded to the School board for preliminary consideration.
- B. Once preliminary consideration is granted, the students must write and submit to the school board an organizational constitution which includes the following:
 1. a statement of purpose;
 2. a description of club goals;
 3. a description of the leadership structure;
 4. a description of the decision-making process;
 5. a description of anticipated activities to be sponsored by the club; and
 6. a description of any anticipated need for funds or fundraising.

C. Conditional and/or final approval will be granted by the school board based on the clarity of the club's constitution, and the alignment of the club's purpose and goals with those of the Jordan Public Schools.

V. REMOVAL OF DISTRICT-RECOGNITION STATUS

Clubs no longer meeting the organizational structure requirements (as indicated in III. above) will be designated as having Not District-Recognized status.

Cross References: MSBA/MASA Model Policy 801 (Equal Access to School Facilities)

**JORDAN DISTRICT SCHOOLS
POLICY**

Adopted: September 12, 2007

Revised: November 13th, 2018

510 SCHOOL ACTIVITIES

I. PURPOSE

The purpose of this policy is to impart to students, employees, and the community the school district's policy related to the student activity program.

II. GENERAL STATEMENT OF POLICY

School activities provide additional opportunities for students to pursue special interests that contribute to their physical, mental, and emotional well-being. They are of secondary importance in relationship to the formal instructional program; however, they complement the instructional program in providing students with additional opportunities for growth and development.

III. RESPONSIBILITY

- A. The school board expects all students who participate in school-sponsored activities to represent the school and community in a responsible manner. All rules pertaining to student conduct and student discipline extend to school activities.
- B. The school board expects all spectators at school sponsored activities, including parents, employees, and other members of the public, to behave in an appropriate manner at those activities. Students and employees may be subject to discipline and parents and other spectators may be subject to sanctions for engaging in misbehavior or inappropriate, illegal, or unsportsmanlike behavior at these activities or events.
- C. The superintendent shall be responsible for disseminating information needed to inform students, parents, staff, and the community of the opportunities available within the school activity program and the rules of participation.
- D. Those students who participate in Minnesota State High School League (MSHSL) activities must also abide by the league rules. Those employees who conduct MSHSL activities shall be responsible for familiarizing students and parents with all applicable rules, penalties, and opportunities.
- E. The superintendent shall be responsible for conducting an annual evaluation of school activity programs and presenting the results and any recommendations to the school board.

Legal References: Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)

Cross References: MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 713 (Student Activity Accounting)
MSBA Service Manual, Chapter 5, Various Educational Programs

Dear Mr. Schultz,

Our District's policy committee has been reviewing our equal access and student club policies. During this process, we looked at Minnetonka High School's website and the information about your clubs. We would like to learn more about how you handle student clubs. I have several questions that I hope you would be willing to answer for us. Please see below:

1. Does the Minnetonka School District have an official Board Policy regarding clubs and club formation?

Here is a link to our Extra Curricular Policy,

: <https://www.minnetonkaschools.org/uploaded/Documents/Policy/510.pdf>

As you can see this is a very general policy given us the ability to have flexibility when adding clubs.

We have two types of clubs

1) School Sponsored: They usually get district funding, transportation, and advisor: Speech, Debate, Mock Trial, DECA, etc..

2) Student Led Clubs: These fall under equal accesses act. Allows student to form any club that doesn't interrupt the education process. FCA, Duck Tape Club, D and D Club, Games Club, etc. Some service clubs fall under here as well.

2. Do you allow any clubs the opportunity to meet during the official school day? We do not allow clubs to meet during the school day, that is hours 1-7. They can meet during the preschool and post school contract hours. Now some district sponsored initiatives such as Men or Women of Color are occasionally allowed to meet during school times. An a few exceptions have been made to deal with issue in the school, but that comes form the principal office not my office. As a general rule no, additionally we have MAST time the first 40 minutes on Wednesday's which is basically homework help time, and this is academic only, no clubs can meet form 8-8;40am.

3. Are any of your club advisors paid? If so, which ones? Where do you draw the line if you only pay some of the advisors?

Generally clubs that provide or support curricular endeavors are paid. Clubs that are student lead are not. (I have attached our master agreement pages 55-56 have these clubs)

4. Do you have criteria for any clubs that exist, but aren't on the list? Every club we have had or has been proposed is on this

list: <https://docs.google.com/document/d/1P0fFTpGM99Lss3Wc3cUumMiXZJmoh0rI1i5KZWZHMrA/edit>

Our basic rules are they cannot interrupt the educational process (Equal Access Act) , must have supervision, and must be student led.

5. Would you be willing to share your club formation criteria, any applicable policies or other documents related to clubs? We noticed you have a Google Form, but we don't have permission to access it. **Our application for student led clubs ask:**

- 1) Name of student led club,
- 2) Name of applicant- follow up contact info
- 3) Purpose of club
- 4) Advisor, name, contact
- 5) Meeting details , supervision plan,

Link: <https://docs.google.com/forms/d/e/1FAIpQLSfe1quzDnoTSkrQOykqpMOsCYJPIRo17kD7ftbCkgrv3oiRQw/formResponse>

Glad to cover anything you guys need, we have been getting some challenges lately for sure. But we have relied on language from equal access act mainly to support students right to meet. I have an AD meeting tomorrow till about noon, then in the office in the afternoon. Also my cell is 952-491-3512 call anytime. Sorry to take so long to get back to you.

All the best!

TED

MASTER AGREEMENT

MINNETONKA PUBLIC SCHOOLS
(Independent District No. 276)

and the

MINNETONKA TEACHERS ASSOCIATION

July 1, 2017 through June 30, 2019

Table of Contents

PURPOSE 5

RECOGNITION 5

ARTICLE I - DEFINITION 5

 Section A. Teacher 5

 Section B. Full-Time Teacher..... 5

 Section C. Part-Time Teacher..... 5

 Section D. Reserve/Substitute Teacher 5

 Section E. Employer 6

 Section F. Association..... 6

 Section G. Other Terms 6

ARTICLE II – SCHOOL BOARD RIGHTS..... 6

 Section A. Managerial Rights 6

 Section B. Effect of Laws, Rules and Regulations..... 6

 Section C. Reservation of Rights..... 6

ARTICLE III – TEACHER AND ASSOCIATION RIGHTS..... 7

 Section A. Right to Views..... 7

 Section B. Non-Discrimination 7

 Section C. Right to Join..... 7

 Section D. Teacher Contract 7

 Section E. Master Agreement 8

 Section F. Dues Check Off 8

 Section G. Teacher Files..... 8

 Section H. Teacher Communications..... 9

 Section I. School Facility Use..... 9

 Section J. Representative 9

 Section K. Payment of Salary 2017-19..... 9

ARTICLE IV – GRIEVANCE PROCEDURE 10

 Section A. Grievance Definition 10

 Section B. Days and Time Limits..... 10

 Section C. Representation..... 10

 Section D. Confidentiality 11

 Section E. Right to Discuss 11

 Section F. Processing and Waiver 11

 Section G. Non-Discrimination 11

Section H. Procedure for Adjustment of Grievances	11
ARTICLE V – WORKING CONDITIONS.....	12
Section A. School Calendar.....	12
Section B. Hours of Service.....	14
Section C. Health Requirements	16
Section D. Mileage.....	16
ARTICLE VI - LEAVES OF ABSENCE	16
Section A. Basic Leave	16
Section B. Worker’s Compensation.....	20
Section C. Child Rearing Leave.....	21
Section D. Adoption Leave	22
Section E. Jury Duty Leave	23
Section F. Professional Organization Leave.....	23
Section G. Sabbatical Leave	24
Section H. Unrequested Leave	26
Section I. Military Leave	30
Section J. Time Off for Public Office Meetings	30
Section K. Other Long and Short Term Leave	30
ARTICLE VII – BASIC SCHEDULES AND RATES OF PAY	31
Section A. Salary Schedule	31
Section B. Initial Placement.....	31
Section C. Step Advancement for the 2017-19 School Years	31
Section D. Lane Advancement	32
Section E. Professional Growth Process and Procedures	33
Section F. National Board Compensation	35
Section G. Certificate of Clinical Competence.....	36
ARTICLE VIII – INSURANCE FRINGE BENEFITS.....	36
Section A. Insurance Fringe Benefit Allocation for Full-time Teachers	36
Section B. Hospitalization, Medical and Major Medical Insurance for Part-time Teachers	37
Section C. Available Fringe Benefits for Full-time Teachers.....	37
ARTICLE IX – CAREER FINANCIAL PLANNING AND TRANSITION.....	38
Section A. Overview	38
Section B. Option #1. Career Transition Trust (CTT Plan):.....	39
Section C. Insurance Benefits for Retirees	39

Section D. Option #2. Retirement Savings Plan Benefits for Employees Beginning Employment On or After July 1, 2005, or who elected this Option:.....	40
Section E. Administration of CTT Plan and Retirement Savings Plan.....	41
ARTICLE X – TEACHER TRANSFER.....	43
Section A. Definitions	43
Section B. Procedures.....	44
Section C. Release Time	45
Section D. Involuntary Transfer Limit.....	45
ARTICLE XI – PROGRESSIVE DISCIPLINE	45
Section A	45
Section B	46
ARTICLE XII – EARLY CHILDHOOD FAMILY EDUCATION	46
Section A. Relationship to Collective Bargaining Agreement.....	46
ARTICLE XIII - DURATION AND EFFECT	49
Section A. Duration	49
Section B. Effect.....	49
Section C. Meet and Confer	49
Section D. Severability	49
Appendix -a-.....	51
Appendix -b-.....	53
Appendix -c-.....	54
Appendix -d-.....	55
Appendix -e-.....	57
Appendix -f-.....	58
Appendix -g-.....	59
Appendix -h-.....	60
Appendix -i-.....	61
Appendix -j-.....	62
Appendix -k-.....	63
Appendix -l-.....	64
Appendix -m-.....	66

PURPOSE

THIS AGREEMENT, entered into between the Minnetonka Public School District No. 276, Minnetonka, Minnesota, hereinafter referred to as the Employer and the Minnetonka Teachers Association, hereinafter referred to as the Association, is to provide for the terms and conditions of employment for teachers pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, (as amended). The duration of this Agreement shall be defined in Article XIII.

The parties have reached certain understandings which they desire to confirm in this Agreement. To this end, the parties dedicate this Agreement and mutually pledge to follow it with patience, understanding, and good will. The parties mutually agree to the following covenants.

RECOGNITION

In accordance with the Public Employment Labor Relations Act of 1971 (as amended), the Minnetonka Public School District No. 276 recognizes the Minnetonka Teachers Association as the exclusive representative of teachers employed by the Minnetonka Public Schools. The Minnetonka Teachers Association, as exclusive representative, shall have those rights and duties as prescribed by the Public Employment Labor Relations Act of 1971 (as amended) and as described in the provisions of this Agreement.

The exclusive representative shall represent all the teachers of the District as defined by the Public Employment Labor Relations Act of 1971 (as amended) and in this Agreement.

ARTICLE I - DEFINITION

Section A. Teacher

Teacher shall mean all persons in the appropriate unit employed by the Minnetonka Public School District No. 276 in a position for which the person must be licensed by the Minnesota Department of Education and who are "public employees" as defined by P.E.L.R.A., as amended; but shall not include persons excluded from the definition of "teacher" contained in P.E.L.R.A., as amended.

Section B. Full-Time Teacher

Full-time teacher shall mean any teacher listed in Section A Above whose normal work week is thirty (30) hours or more.

Section C. Part-Time Teacher

Part-time teacher shall mean any teacher listed in Section A above whose normal work week is less than thirty (30) hours.

Section D. Reserve/Substitute Teacher

Reserve/substitute teacher shall mean any teacher listed in Section A above who is employed to fill a vacancy for a duration of time less than one school year to replace a regular teacher who is absent or who is employed for a duration of time equal to or greater than one school year to replace a regular teacher on a leave of absence.

Section E. Employer

Employer means Minnetonka Public School District No. 276, its School board, and its designated administrative staff.

Section F. Association

Association means the Minnetonka Teachers Association.

Section G. Other Terms

Terms not identified in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971 (as amended).

ARTICLE II – SCHOOL BOARD RIGHTS

Section A. Managerial Rights

Subd. 1

The Association recognizes that 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 or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Subd. 2

The Association recognizes the right and obligation of the Employer to efficiently manage and conduct the operation of the School District within its legal limitation and with its primary obligation to provide educational opportunity for its students.

Section B. Effect of Laws, Rules and Regulations

Subd. 1

Teachers shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives and orders issued to them by properly designated officials of the School District provided such rules, regulations, directives and orders are consistent with the terms of this Agreement.

Subd. 2

All provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the Minnesota Department of Education and rules, regulations and orders of state and federal government agencies. Any provision of this Agreement found to be in violation of such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section C. Reservation of Rights

The foregoing enumeration of Employer rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein.

ARTICLE III – TEACHER AND ASSOCIATION RIGHTS

Section A. Right to Views

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or the teacher's representative to an expression or communication of a view, complaint or opinion on any matter so long as the same is not designed to, and does not interfere with, the full faithful and proper performance of duties of employment or circumvent the rights of the Association.

Section B. Non-Discrimination

Subd. 1

Neither the Employer nor the Association will discriminate against any teacher by reason of the teacher's race, creed, religion, national origin, sex, marital status, age or any other category protected by applicable federal or state law. Since alleged discriminatory acts on the above defined basis, under the above referenced statutes, are under the jurisdiction of appropriate state or federal agencies, the arbitration provisions of this Agreement, which are set forth in Article IV, Section H, Subd. 4, shall not be applicable to any grievances alleging violation of the above provisions. Instead any grievance alleging violations of the above provisions which are not satisfactorily adjusted under steps 1, 2 or 3 of the Grievance Procedure shall be subject to the jurisdiction of the appropriate federal or state administrative agency.

Subd. 2

Neither the Employer nor the Association shall discriminate against any teacher by reason of the teacher's membership or non-membership in the Association, nor place of residence.

Section C. Right to Join

Any teacher shall have the right to join or not join, or form or not form, any organization of teachers.

Section D. Teacher Contract

Subd. 1

All teachers employed by the District in other than a reserve/substitute capacity shall have an individual probationary or continuing contract pursuant to [M.S. 122A.40](#) as amended. A copy of the form of this contract is appended to this Master Agreement.

Subd. 2

All reserve/substitute teachers employed by the District for at least one (1) school year to replace a regular teacher who has been granted a leave of absence, shall have an individual reserve/substitute contract subject to the provisions of [M.S. 122A.40](#). All other reserve/substitute teachers employed by the District shall have an individual reserve/substitute contract not subject to the provisions of [M.S. 122A.44](#). Copies of the form of these contracts are appended to this Master Agreement.

Subd. 3

The Employer shall provide the Association with the text of its special provision section of any individual teacher contract.

Subd. 4

An electronic notification shall be sent to each teacher by email annually, indicating how to view their assignment and salary information within the HR Employee Data Base System.

Subd. 5

Temporary contracts will be used when a position opens during the school year and is not created due to a teacher taking a board approved leave of absence. All temporary contracted teachers will receive a temporary contract. Teachers accepting temporary contracts waive their right under M.S. 122A.40 for the contract to continue in effect beyond the specified end date in the contract. A copy of this contract is appended in the Master Agreement.

Section E. Master Agreement

The Employer shall provide each teacher with one electronic copy of the Master Agreement following ratification. The Employer shall also provide the Association with thirty (30) paper copies of the Master Agreement following ratification. The contract will be in the form of a searchable document when posted online.

Section F. Dues Check Off

Subd. 1

Teachers shall have the right to request, and be allowed, dues check off for the Association. The Employer agrees to deduct, according to a uniform schedule established by the Association, an amount sufficient to provide payment of dues established by the Association for each teacher from the wages of all teachers who are receiving pay and who authorize in writing such deductions on forms provided by the Association.

Subd. 2

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

Subd. 3

The Employer, upon notification by the Association on a form provided by the Employer, shall check off the requested Fair Share Fee from the earnings of teachers in the bargaining unit and send the same to the Association in accordance with [M.S. 179A.06, Subd. 3](#).

Section G. Teacher Files

Subd. 1

The District shall maintain, reproduce, make available, expunge and destroy all teacher evaluations and files in accordance with [M.S. 122A.40](#), Subd. 19, as amended.

Subd. 2

Copies of any new materials to be placed in a teacher's file shall be sent to the teacher within three (3) days of such placement. It is understood that copies of the following materials placed in a teacher's file do not have to be sent to the teacher.

- a. Copies of routine forms completed for or on behalf of the teacher which are filed with insurance carriers or with state or federal agencies (e.g., TRA forms);
- b. Responses to inquiries initiated by the teacher (e.g., information requested by a bank in connection with a mortgage application made by the teacher).

Subd. 3 Working Files

Administrators may keep a "working file" regarding a teacher with the following provisions:

- a. The teacher must be notified of the existence of the file.
- b. Teachers may review the complete contents of any “working file” upon request and may make copies of any contents.
- c. Materials found to be false or inaccurate must be removed from the “working file”.
- d. At the end of each school year the contents of all “working files” will be destroyed or placed in the teacher’s District personnel file in accordance with the provisions of Article III, Section G of this contract.

Section H. Teacher Communications

The District will comply with the Minnesota Governmental Data Practices Act, [M.S. Sec. 13.01.01](#), et. Seq. when communicating to and about employees.

Section I. School Facility Use

The Association shall be considered an approved user of school facilities and may use such facilities according to District policy covering school facility use.

Section J. Representative

A designated representative of the MTA shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. The MTA representative shall make his/her presence known to the building principal or the principal’s designated representative. Such visits shall not interrupt normal work responsibilities, unless approved by the building principal.

Section K. Payment of Salary 2017-19

Subd. 1 Pay Dates

Pay dates for teachers will be determined utilizing a bi-weekly system of pay. Exceptions include the following:

- a. Teachers electing 26 pay option (27 in 2018-19) will receive all remaining paychecks for the summer months on the first pay date following the end of the student school calendar year and prior to June 30.
- b. Twenty-six (26) installments – one twenty-sixth (1/26) (one twenty-seventh (1/27/) in 2018-19) of the contract salary to be paid in equal installments throughout the fiscal year.

Subd. 2 Pay Options

Teachers may elect to receive their regular salary in one of three options:

- a. Twenty-one (21) installments as determined by the district based on the length of the School Calendar with the biweekly payment except for the last payment on the final teaching day.
- b. Twenty-six (26) installments, with a lump sum prior to June 30. (In 2018-19 there will be twenty-seven (27) installments).

- c. Twenty-six (26) – one twenty (1/26) of the contract salary to be paid in equal installments throughout the fiscal year. (In 2018-19 there will be twenty-seven (27) installments).

Subd. 3 Time Period

Option will be continued on the method selected by the teacher until a change is elected by the teacher prior to July 1 of the subsequent year.

Subd. 4 W-2 Forms

W-2 forms shall be distributed electronically or distributed to each building on or before January 31, or as otherwise required by law.

ARTICLE IV – GRIEVANCE PROCEDURE

Section A. Grievance Definition

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

Section B. Days and Time Limits

Subd. 1

Reference to days regarding time periods shall refer to normal working days Monday through Friday, excluding federal holidays.

Subd. 2

If a teacher is employed beyond the school calendar such additional days shall also be considered duty days.

Subd. 3

In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included.

Subd. 4

Any notice or document required by this procedure may be submitted to the designated party by email, mail or in person. If mailed it shall be timely if it bears a postmark of the United States mail within the time period.

Subd. 5

The time limits specified in this Article may be altered by mutual consent in a written agreement.

Either party to this Agreement shall, upon written request to the other, be granted an extension of time, such extension not to exceed a total of ten (10) days to be divided and used at no more than any two steps of the Grievance Procedures.

Failure to adhere to the time limits may result in a forfeit of the grievance.

Section C. Representation

The Association or Employer may be represented during any step of the procedure by any person or agent designated by such party to act in its behalf.

Section D. Confidentiality

Except when prohibited by law these proceedings will be kept confidential.

Section E. Right to Discuss

Nothing herein contained shall be construed as limiting the right of either party to discuss the matter with any person or persons deemed appropriate. The District will comply with the Minnesota Governmental Data Practices Act. [M.S. Sec. 13.01.01](#), et. Seq. when communicating to and about employees.

Section F. Processing and Waiver

Subd. 1

Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.

Subd. 2

The processing of all grievances in Step I and II shall be during regularly scheduled working hours unless otherwise mutually agreed. At Step III, grievances shall be processed at a time and place determined by the Employer, and at Step IV, grievances shall be processed at a time and place determined by the arbitrator. Teachers shall not lose wages due to their necessary participation in this procedure.

Subd. 3

The parties may, by mutual written agreement, waive any step of the procedure.

Section G. Non-Discrimination

The Employer will not discriminate against any teacher because of the teacher's participation in this Grievance Procedure.

Section H. Procedure for Adjustment of Grievances

Subd. 1 Step I

- a. Whenever any aggrieved teacher has a grievance the teacher shall meet on an informal basis with the principal or immediate supervisor in an attempt to resolve the matter. This meeting must take place within 10 days of the time the teacher knew or should have known about the issue or incident giving rise to the grievance.
- b. If the grievance is not resolved in the informal meeting, the Association, as the exclusive representative of the teacher, shall thereafter process the grievance by submitting it in writing to the Superintendent of Schools (See Step II) within ten (10) days following the Step I meeting.

Subd. 2 Step II

- a. The Employer representative shall meet with the Association representative within five (5) days after receipt of the written grievance and attempt to mutually resolve the dispute. The parties shall be required to meet with reasonable times and in good faith attempt to resolve the grievance. If agreement is reached it shall be in writing and signed by both parties.
- b. If no agreement is reached, the Employer representative shall, within ten (10) days following the meeting, submit to the Association representative the Employer's written answer. The Association representative must submit the unresolved grievance to the

School board within (5) days after receipt of the Employer's answer in writing. Such request must be filed in the office of the superintendent of Schools.

Subd. 3 Step III

- a. The School Board, or its designee, shall meet with the Association representative within ten (10) days after receipt of the grievance to attempt to resolve the dispute. The time and place of the meeting will be at the discretion of the School Board. If agreement is reached it shall be in writing and signed by both parties.
- b. If no agreement is reached following the meeting, the employee will, within five (5) days following the meeting, submit to the Association its written answer. The Association must submit the unresolved grievance to final and binding arbitration within ten (10) days after receipt of the Employer's answer. Such written request must be filed in the office of the Superintendent of Schools.

Subd. 4 Step IV

- a. The Employer and the Association representatives shall, within seven (7) days after the request to arbitrate, set a meeting at which time they shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance.
- b. If the Employer and the Association are unable to agree on an arbitrator, either party may request the State Bureau of Mediation services to submit to the parties a panel of arbitrators. Such request to be made within five (5) days following the above meeting. Each party shall be responsible for equally compensating the arbitrator for fees and necessary expenses. The parties shall alternately strike names of arbitrators from panel of arbitrators received from the Bureau.
- c. The arbitrator shall not have the power to add to, subtract from, or to modify in any way, the terms of this Agreement.
- d. The decision of the arbitrator shall be final and binding upon the parties. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

ARTICLE V – WORKING CONDITIONS

Section A. School Calendar

Subd. 1

For each school year, the total number of employment days for teachers shall be one hundred eighty-four (184) days per year with one hundred seventy-three (173) student contact days. These one hundred eighty-four (184) days shall include workshop days, grading and planning days, and parent teacher conferences.

Subd. 2

School will be closed and these days considered non-duty days.

- a. One week for Spring Break
- b. Two (2) days per year for the Education Minnesota Professional Conference

c. the following seven non-school days:

Labor Day	President's Day
Thanksgiving Day	Good Friday
The day following Thanksgiving Day	Memorial Day
Martin Luther King Day	

Subd. 3

The Association and Employer shall meet and confer prior to April 1 of each year on the establishment of the calendar, including the placement of conference days and additional workshop days. The Board of Education shall adopt a school calendar for the succeeding school year, after meeting and conferring with the Association.

Subd. 4

Teachers new to the District may be required to work four (4) days in addition to those specified in Subd. 1 above to provide pre-service training and support to the new teacher. Teachers shall be paid a stipend of \$250 after successful attendance and completion of the pre-service training program.

In addition, teachers new to the District may be required to attend 18 additional hours of training and support outside the duty day during the first year of employment. After successful attendance and completion of the 18 hours of training the teacher shall receive a stipend of \$250.

Subd. 5

When the Superintendent or delegated agent closes school because of inclement weather, equipment failure, power failure, epidemic, damage to a school facility, fuel shortage, or any other school closing, teacher shall not be required to report for duty; but if such day is scheduled later to meet the greater of: (a) minimal state requirements, or (b) one hundred seventy (170) days of classroom contact with students, teachers shall report for duty without additional compensation. Such additional days, if required, shall be added as mutually agreeable with the exclusive representative from those non-duty days described in Subd. 5 (a) or (b) above. If mutual agreement is not reached, or if further additional days are required to meet the provisions of this Section, such days shall be added immediately following the close of the regular school year.

Subd. 6

- a. The District may design and post positions which require employment on days other than the teacher duty days, including days before and after the designated school year. providing that teachers voluntarily apply for and accept such an assignment. These days are outside of the 184 required days. Scheduling of these days will be determined between the teacher and building administrator.
- b. The District may develop alternative duty day schedules, other than those in the adopted calendar, for positions to better meet the needs of students and the District, providing that these duty day changes meet with the mutual agreement of the employee and the District.
- c. Employees will be compensated at their daily rate of pay determined by dividing the base salary by 184 and multiplying by the number of days worked.

Subd. 7

All new District initiatives affecting teaching and learning will be reviewed by contract administration for feedback about potential contractual conflicts. The intent of this proposal is to

increase collaboration between the district and the bargaining members to solve problems and promote success of District programming.

Section B. Hours of Service

Subd.1

- a. The basic school day for teachers shall be eight (8) hours which shall include a duty free, thirty (30) minute assigned lunch period.
- b. The basic school day for part-time teachers shall be continuous. A thirty (30) minute unpaid duty free lunch period shall be provided for those employees working more than four (4) hours per day if the employee so requests such lunch period.
- c. A teacher may be assigned to cover an additional classroom section of students for a partial or entire day. If a teacher is assigned to cover an additional classroom section, the teacher will be paid an hourly rate based on Lane 3, Step N of the salary schedule for the time in which the students are in the teacher's classroom. Any time less than one hour will be prorated accordingly. If a classroom section is split, the teachers assigned will divide the hourly rate or portion thereof.
- d. Deviation in the basic day may occur only where there is mutual consent between the teacher and Employer, with the following exceptions: the Employer may alter the day to accommodate workshops, in-service programs, parent-teacher conference days or when temporary conditions require it.
- e. To better meet the needs of parents and students, teachers will schedule activities which enhance communications and contact with parents.

Subd. 2

The scheduled teaching assignment of classroom teachers shall not exceed twenty-eight and three-quarter (28-3/4) hours per week. The scheduled teaching assignment includes only the following:

- a. The time a classroom teacher is assigned to teach a regularly scheduled class which is part of the published school curriculum and includes any passing time between two (2) consecutive assigned class periods.
- b. The time during which a classroom teacher is specifically assigned by the Employer to supervise the general decorum and good discipline in the hallways, restrooms, lunchrooms and other non-classroom areas.
- c. The time necessary for travel (and setting up the classroom where necessary) when a teacher is required to go from a classroom teaching assignment in one building to a classroom teaching assignment in a separate facility.
- d. Within the student day for every 25 minutes of classroom instructional time, a minimum of five additional minutes of preparation time shall be provided to each licensed teacher during the student day. Preparation time will be provided in one or two uninterrupted blocks during the student day. Exceptions to this may be made by mutual agreement and notice to the Minnetonka Teachers Association President for approval. (At the direction of the District, when a teacher misses all or a portion of their allotted preparation time in a given day, for something other than substituting for

another teacher, the teacher will be paid their hourly rate of pay pro-rated to the time missed and the number of instructional minutes worked on that day.)

Subdivision 2 does not apply to members of this bargaining group who are in positions other than classroom teachers, including but not limited to: guidance counselors, social workers, nurses, and staff on special non-classroom assignments. Subdivision 1 applies to all member of this bargaining group.

- e. The remaining time assigned to classroom teachers will be for the usual and customary duties of a teacher such as, by way of illustration but not limitation, being available for consultation with students, parents and morning activity period as directed by the Employer, and shall not be considered a scheduled teaching assignment.

Subd. 3

Any teacher who is assigned to a temporary, unscheduled teaching assignment at the direction of the Employer shall be compensated at the rate based on Lane 3, Step N of the salary schedule or at the discretion of the District, up to a maximum of 1 (one) day of personal leave time. The options shall be as follows:

- a. Paid time at the rate per hour shown above; or
- b. Additional personal leave within the meaning of Article VI, Section A, Subd. 3, Personal Leave. Employees who accumulate four (4) hours of time will be eligible for a half day of personal leave; employees who accumulate eight (8) hours of time will be eligible for a full day. Days of personal leave under this provision not taken prior to May 1 of the school year will be compensated at the hourly rate based on Lane 3, Step N of the salary schedule for 2017-19.

Subd. 4

The District, in its discretion, may assign any teacher to substitute for another teacher in an emergency. An emergency shall be deemed to exist when reasonable efforts have been made to secure a regular substitute teacher without success. Time spent teaching a regularly scheduled class of another teacher shall be considered a scheduled teaching assignment under Subd. 2 of this Section. The Employer will endeavor to distribute such substitute assignments among teachers as equitably as possible.

Subd. 5

For teachers at the middle and high school levels, the normal full-time teacher load is five (5) classes. Teachers who teach a sixth (6th) class for a quarter, a semester or a full-year, will receive twelve percent (12%) of salary during the period of the class in additional compensation.

The District will not assign probationary teachers to a sixth class, and will not make an involuntary assignment to the same teacher in consecutive years. Exceptions to this may be made by mutual agreement and notice to the Minnetonka Teachers Association President for approval.

Subd. 6

The Independent Study Program at Minnetonka High School is designed to meet the needs of students in situations where the traditional program will not meet their academic needs. Some courses may be offered on an individual student basis for a quarter or a semester. The course must be offered for academic credit and must receive the approval of a building administrator.

- a. For regularly contracted teachers who volunteer for and are selected by the District to teach this extended class outside the school day, the teacher will be paid at the rate of an additional 10% of the teacher's base salary of that day for each hour of class; and
- b. That for each three (3) hours of class taught the teacher shall receive an additional hour of preparation paid at this same rate.
- c. The amount of time allotted for an independent study will be determined prior to the class being offered.

Section C. Health Requirements

Medical examinations may be required by the Employer. Any medical examination required by the Employer following initial employment shall be provided by the Employer's medical doctor at the Employer's expense. Any such examination shall normally be given during the normal school day.

Section D. Mileage

Teachers who are designated by the Employer as required to use their own automobile in the performance of their normal duties will be reimbursed for such authorized travel at the rate per mile approved by the Internal Revenue Service. Any change by the Internal Revenue Service in its approval rate per mile shall become effective for mileage incurred commencing the month the new rate is announced.

It is understood between the parties that payment for mileage under this section is intended to cover those instances where the Employer specifically required that the teacher use an automobile for the performance of routine, normal teaching duties such as travel from one teaching location to another teaching location on a regular basis or the supervision of students at work locations. It is not intended that the Employer be required to pay for travel for such in-District activities as workshops, committee meetings, in-service training, visitations and the like; nor for the rare trip that a teacher might make as a result of an emergency. The Employer has the right to designate which teachers are required to use their automobile in the performance of their normal District duties.

ARTICLE VI - LEAVES OF ABSENCE

Section A. Basic Leave

Subd. 1 Basic Leave Allowance, Reimbursement and Uses

- a. At the beginning of each school year all full-time teachers will be credited with twelve (12) days of basic leave. Such basic leave shall be termed "accrued" basic leave. In the event a full-time teacher terminates employment with the District prior to the end of a school year, it is agreed that the teacher will reimburse the District for any basic leave taken during that school year in excess of the sum of the teacher's accrued basic leave carried forward from prior years plus the amount of basic leave the teacher would have accrued monthly on a proportionate basis to the whole school year. In such event the teacher will authorize the District to deduct the excess from the teacher's final check.

- b. Commencing July 1, 1974, teachers who are regularly scheduled to work at least fourteen (14) hours per week, but less than thirty (30) hours per week, shall accrue basic leave on a proportional basis to that earned by a full-time teacher in the same ratio that the part-time teacher's annual work hours relate to the annual work hours of a full-time teacher who works forty (40) hours per week. Such annual basic leave shall accrue monthly as it is earned on a proportional basis to the teacher's work year. Basic leave earned by part-time teachers shall be cumulative and the amount earned as a part-time teacher shall be retained if the teacher is appointed to a full-time position.
- c. Reimbursement for Unused Basic Leave
 - (1) Teachers with Less Than Sixty-Five (65) Days of Accrued Basic Leave
As of the end of each fiscal year, if a teacher's total basic leave, accrued that year in accordance with Subd. 1a or 1b above and carried forward from prior years, is less than sixty-five (65) days, then all unused basic leave accrued during that fiscal year will be added to the total accrued basic leave carried over from prior years.
 - (2) Teachers with Sixty-Five (65) to One Hundred Thirty (130) Days of Accrued Basic Leave
 - (a) As of the end of each fiscal year, if a teacher's total basic leave, accrued that year in accordance with Subd. 1a or 1b above and carried forward from prior years, is between sixty-five (65) and one hundred thirty (13) days, then up to four days of unused, accrued basic leave from that fiscal year will be added to the total accrued basic leave carried forward from prior years.
 - (b) Any additional unused accrued basic leave days from the fiscal year to a maximum of eight (8) may be utilized as follows:
 - 1- The teacher may elect to have such days added to the total accrued basic leave carried forward from prior years, as in Subd. c. (2)(a) above.
 - 2- The teacher may elect to be reimbursed as salary for such days at a rate of \$57.50 per day for full-time teachers and \$28.75 per day for teachers regularly scheduled to work at least fourteen (14) hours per week, but less than thirty (30) hours per week. In no event will a teacher be reimbursed for more than eight (8) days per year.
Such election will occur on a form provided by the Employer.
 - (3) Teachers with more than 135 days of Basic Accrued Leave
 - (a) As of the end of a fiscal year, if a teacher's total basic leave in accordance with Subd. 1a or 1b above and carried forward from prior years, exceeds 130 days, then up to four days of unused, accrued basic leave from that fiscal year will be added to the total accrued basic leave carried forward from prior years.
 - (b) Additional unused basic leave accrued during that year, to a maximum of eight (8) days, shall be reimbursed as salary at a rate of \$57.50 per day for full-time teachers and \$28.75 per day for teachers regularly scheduled to work at least fourteen (14) hours per week but less than thirty (30) hours per week.
- d. Basic leave may be used as sick leave, personal leave, serious illness leave, and religious leave as described in Subd. 2, 3, and 5 of this Section.

Subd. 2 Sick Leave

- a. Use and Notification Requirements
 - (1) Sick leave with pay shall be allowed by the Employer whenever a teacher's absence is due to an illness or physical disability of the teacher or the teacher's

immediate family (spouse, or dependent child) which prevented the teacher's attendance at the teacher's place of work and performance of duties on that day or days. A dependent child means an individual under 18 years of age or an individual under 20 who is still attending secondary school.

- (2) Use of sick leave with pay beyond what is defined in (1) will be available to the employee based on [M.S. 181.9413](#).
 - (3) Teachers who will be absent due to personal or family illness or physical disability shall properly notify the Employer of said absence.
- b. Additional Sick Leave: The District shall provide additional sick leave for full-time teachers who have exhausted accumulated sick leave days prior to the commencement of long-term disability benefits. A teacher will become eligible for the additional sick leave days after the teacher has been continually disabled and unable to teach for 25 consecutive days as certified by a medical doctor. A teacher will be granted additional days of sick leave up to the number necessary to permit disability income benefits to become effective. Additional sick leave payments shall be retroactive to the day that regular sick leave payments expire and shall continue only for a period during which the teacher remains continuously disabled and unable to work or the date the long-term disability benefits become effective, whichever comes first. Additional sick leave benefits shall cease in any event after the sixty-fifth (65) duty day of absence.
- c. The Employer may require a teacher 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 teacher will be so advised.
- (1) In individual cases, the Employer shall have the right to require that the employee be examined by a physician of the Employer's choice at the Employer's expense. In such cases, the medical conclusion of this doctor 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 teacher and the teacher's entitlement to sick pay under this Section, unless the teacher shall inform the Employer that the physician's statement is unacceptable within three (3) days of receipt of the physician's statement.
 - (2) In the event the teacher has submitted to such an examination, and the teacher has properly informed the Employer that the physician's statement is unacceptable to the teacher, the teacher shall select a physician competent in the field related to the teacher's illness or physical disability from a list of three (3) provided by the Employer. The examination shall be at a time and place designated by the Employer. The teacher shall be responsible for the physician's expense unless the physician's medical conclusions are essentially different from those of the Employer's physician, in which case the examination shall be at the expense of the Employer. Upon request, a copy of the report of the physician shall be furnished to the teacher, and 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 and any entitlement to sick pay under this Section.

- d. Sick leave allowed shall be deducted from the accrued basic leave earned by the teacher.
- e. Sick leave pay will be approved upon submission of the request through the electronic request system and subsequently authorized by the teacher's supervisor.
- f. No teacher shall be permitted to use more than sixty-five (65) days of the teacher's total accrued basic leave during any one period of absence.

Subd. 3 Personal Leave

a. Use and Notification Requirements

- (1) Upon request, a teacher scheduled to hold a position for a period of one hundred (100) or more working days in a school year, may utilize up to four (4) days per year of basic leave without salary deduction.
 - (2) A teacher scheduled to hold a position for a period less than one hundred (100) working days in a school year, may utilize upon request up to one (1) day per year of basic leave without salary deduction.
 - (3) Except in an emergency, there shall be three (3) days' notice to the principal of the request for personal leave pursuant to this subdivision.
- b. The number of leaves granted under this Section shall be limited to fifteen percent (15%) of the faculty in the teacher's building on any duty day. On days following or preceding holiday breaks no more than three per elementary building or 5% of any secondary building will be granted personal leave on the same day.
 - c. Personal leave will not be granted during the last 10 days of the school year without special permission from the Superintendent or designee.
 - d. One day of personal leave may be accrued to up to one year if unused during the current school year.
 - e. Leave pursuant to this subdivision shall not be used when other sections of this agreement make provision for the absence.

Subd. 4 Religious Leave

a. Use and Notification Requirements

- (1) Upon request, a teacher scheduled to hold a position for a period of one hundred (100) or more working days in a school year, may utilize up to two (2) days per year of basic leave without salary deduction.
- (2) A teacher scheduled to hold a position for a period less than one hundred (100) working days in a school year, may utilize upon request up to one (1) day per year of basic leave without salary deduction.
- (3) Except in an emergency, there shall be three (3) days' notice to the principal of the request for religious leave pursuant to this subdivision.

Subd. 5 Family Illness Leave

- a. Six (6) days of accrued basic leave may be used to provide necessary care because of serious illness of a teacher's parents, sister, brother; blood relations residing in the same household; the father, mother, sister or brother of the teacher's spouse; or a close friend residing in the same household as the teacher.
- b. Use of family illness leave with pay beyond what is defined in (a) will be available to the employee based on [M.S. 181.9413](#).
- c. Up to one (1) day may be allowed in case of serious illness of any other relative or close friend.
- d. At the discretion of the Superintendent, additional leave may be allowed under this section and deducted from accrued basic leave. Substitute pay may be deducted from these additional days.

Subd. 6 Bereavement Leave

- a. In the event of the death of a teacher's spouse, significant other, child, parent, sibling, blood relation or close friend residing in the same household; or the parent, sibling, or child of the teacher's spouse or significant other, the Employer shall allow four (4) days of bereavement leave without deduction from the accrued basic leave earned by the teacher.
- b. Six days of accrued basic leave may be used to provide additional leave in the event of the death of immediate family or household as defined above in Subd. 5a.
- c. Up to one (1) day may be allowed in case of death of any other relative or close friend.
- d. At the discretion of the Superintendent, additional leave may be allowed under this section and deducted from accrued basic leave. Substitute pay may be deducted for these additional days.
- e. The Employer shall allow up to four (4) hours of bereavement leave on an annual basis for attendance at the funeral of a current school District employee or student, without deduction from the accrued basic leave earned by the teacher. The number of leaves granted under this provision may be limited at the discretion of the Employer based on the availability of qualified reserve teachers

Section B. Worker's Compensation

Subd. 1

A teacher who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the Employer will pay the teacher's regular rate of pay and the teacher will enter the days absent into their basic leave account. If the absence is more than three days, the worker's compensation insurance carrier will issue a check to the teacher for two-thirds of their salary for the lost time and the District will credit back two-thirds of the deduction from basic leave. The teacher will cash and keep the check from the worker's compensation insurance carrier and the District will deduct that amount from their paycheck.

Subd. 2

Such payment shall be paid by the Employer to the teacher only during the period of disability.

Subd. 3

In no event shall the additional compensation paid to the teacher by virtue of sick leave result in the payment of a total daily, weekly, or monthly salary that exceeds the normal salary of the employee.

Section C. Child Rearing Leave

Subd. 1

Child rearing leave of absences shall be available to teachers for a period of time, not to exceed twelve (12) calendar months, for the purpose of caring for a newborn infant or pre-school adopted child for which the applicant has the legal responsibility for the care and/or support of said child. Such leave may be taken subsequent to birth of the teacher's child, or in the case of adoption, when the child is physically turned over to the teacher-parent.

Subd. 2

- a. At least two (2) calendar months prior to the estimated delivery date of the child, the employee shall be required to notify the Employer in writing whether or not the employee intends to take child rearing leave. This election may be changed at any time before the teacher is no longer disabled from working due to childbirth or pregnancy related disability or before the fifteenth (15th) day after the birth of the child, whichever is sooner.
- b. Upon filing an application for adoption of a pre-school child, the employee shall be required to notify the Employer, in writing, of the teacher's intention to take a child rearing leave. Such notice to include the estimated date when such leave shall become effective.

Subd. 3

In connection with the election to take child rearing leave, the teacher 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 teacher will no longer be disabled from teaching due to childbirth or pregnancy related disability, or in the case of an adoption, the agency's estimated date when the child will be turned over to the parent.

Subd. 4

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

Subd. 5

The actual commencement date of child rearing leave shall be the date on which the teacher is no longer disabled due to childbirth and pregnancy related disability as determined by the physician; or, in the case of an adoption, the date when the child is physically turned over to the teacher-parent. The return date shall be twelve (12) calendar months following the actual commencement of the leave except as may be provided in Subd. 7.

Subd. 6

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

Subd. 7

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

Subd. 8

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

Subd. 9

Teachers 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 return date of the leave; or (2) resign according to the following schedule:

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

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

Subd. 10

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

Subd. 11

A teacher on child rearing leave is eligible to participate in group insurance programs if permitted under the insurance policy provision, but shall pay the entire premium for such programs as the teacher wishes to retain at the beginning of the child rearing leave in accord with the family and medical leave act. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this Section.

Subd. 12

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

Section D. Adoption Leave

Upon request to the Employer, an employee who adopts a dependent child, as defined by Article VI, Section A, Subd 2.(1), may use up to 10 days of basic leave for responsibilities associated with meeting the adoption agencies, or travel associated with an international adoption. To qualify for this leave, the employee shall provide the School District with documentation of the adoption. Additional paid leave may be provided with the approval of the Superintendent or designee.

Section E. Jury Duty Leave

When a teacher serves on a jury duty, the teacher will be granted the day or days necessary as stipulated by the court to discharge this civic responsibility without salary deduction. The compensation for jury duty service, excluding compensation for expenses, shall be remitted to the Employer.

Section F. Professional Organization Leave

Subd. 1

Upon request, one member of the teaching staff will be permitted a leave of absence to assume full-time duties on behalf of a Teacher Association for a period not to exceed two terms of office in said Association or six (6) years whichever occurs first.

Subd. 2

A leave of absence granted under this Section shall be a leave without pay.

Subd. 3

If a teacher is granted a leave under this Section, the teacher shall not be eligible for any of the fringe benefits in this Agreement except as may be agreed upon by the teacher and the School Board at the time the leave is granted.

Subd. 4

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

Subd. 5

The Association shall have reasonable time off for officers or appointed representatives for the purpose of conducting duties of the Association in accordance with the following conditions:

- a. The total time off granted to all teachers shall not exceed the equivalent salary of the teachers who are afforded such leave up to a maximum of 40 days during the period of this Master Agreement.
- b. A written request specifying the days of time off shall be filed with the Superintendent at least five (5) working days in advance of the date upon which the time off will commence.
- c. No more than five (5) teachers shall be absent from the District on any single day unless there are, in the opinion of the District, qualified substitute teachers available to permit more than five (5) teachers to be absent.
- d. The cost of substitute teachers shall be borne by the District.

Subd. 6

- a. The Association may request, and the School District shall grant, a 0.8 FTE reassignment to the MTA President/Vice President team. The reassignment may be divided between the President and Vice President, up to 0.8 FTE by mutual consent of the District and the MTA.

- b. The reassignment for the Vice President will occur if a suitable replacement is secured by the District.
- c. The Association will reimburse the District on a monthly basis for the actual cost of salary up to Lane 1, Step G and other benefits attributable to the reassignment.
- d. During the period of reassignment, the employee(s) will be subject to Article XI and shall accrue seniority and other benefits as though the employee(s) were on the underlying contract without the reassignment.
- e. The Association president shall meet at least twice a month with the Superintendent or Assistant Superintendent to enhance communication and facilitate this assignment.

Section G. Sabbatical Leave

Subd. 1

A sabbatical leave may be granted to teachers in the School District for the purpose of professional improvement, subject and pursuant to [M.S. 122A.49](#). The minimum length of sabbatical leave shall be one quarter; the maximum length shall be a full school year.

Subd. 2

Sabbatical leaves may be granted to teachers after at least six (6) years of professional employment in the District for the purpose of: accredited advance study, research, education, travel, and related professional activity. Unless replaced by the in-school sabbatical described in Subd. 13, below, a minimum of one full year sabbatical leave meeting the requirements of this section will be approved.

Subd. 3

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 teacher's service to the District.

Subd. 4

The teacher granted a sabbatical leave shall be paid an amount equal to at least one-half of the teacher's base pay exclusive of supplemental pay for additional duties or extended time. Less than full year sabbaticals shall be granted at one-half the normal base pay exclusive of supplemental pay for additional duties or extended time for the period of absence. Credits earned while on sabbatical leave may not be credited for salary purposes until the employee returns to full-time employment in the District.

Subd. 5

While on sabbatical leave, teachers progress on the salary schedule. Upon the teacher's return, the teacher shall be placed on the appropriate step of the salary schedule as though such teacher had not been on leave.

Subd. 6

Teachers on sabbatical leave shall be entitled to all fringe benefits which full-time teachers are eligible for except that long-term disability benefits will be dependent upon the teacher's base salary the year prior to being granted a sabbatical.

Subd. 7

A teacher on sabbatical leave shall accrue seniority as though the teacher had not been on leave.

Subd. 8

Every effort shall be made to return the teacher to the teacher's former position.

Subd. 9

Teachers granted sabbatical leave must discharge full-time professional duties in the District for at least two (2) complete academic years following the leave, or repay the amount received while on sabbatical leave, including any fringe benefits paid by the District. Exception to this can be made only because of death, serious illness, or disabling injury to the teacher that prevents the teacher from fulfilling this obligation. Under special circumstances, the Superintendent may recommend additional exceptions to the Board of Education, and the Board at their sole discretion, may grant such exceptions.

Subd. 10

The number of sabbatical leaves that may be granted at any one time shall be limited to one percent (1%) or major fraction thereof of the total faculty. If requests exceed such limitation, priority shall be given on the basis of length of service, prior leaves granted, contribution to the District, and equitable distribution among the various schools, departments and grade levels of the District.

Subd. 11

Written application for sabbatical leave must normally be made by the February 1 immediately preceding the anticipated school year of absence. The application shall include a description of the intended activity, benefits expected, and statement of intent to return.

Subd. 12

Applicants shall be notified in writing prior to April 1 of the action taken on the application.

Subd. 13

- a. As an alternative to the sabbatical leave described in Subd. 1-12 above, the Employer may approve up to 0.5 FTE released time, at full pay plus expenses, for teacher-proposed projects which address priority in-District needs and concerns.
- b. If approved, 0.5 FTE released time for in-school sabbaticals shall be considered equivalent to and a replacement for the one full-year sabbatical provided for in Subd. 2 above.
- c. Subd. 3, 5, 6, 7, 8, 10, 11 and 12 above shall also apply to in-school sabbaticals.
- d. Any teacher may submit a proposal for an in-school sabbatical; however, priority consideration will be given to proposals submitted by staff members who have completed at least six (6) years of professional employment in the District.
- e. Activities included in an in-school sabbatical shall not apply toward lane advancement on the salary schedule.

Section H. Unrequested Leave

Subd. 1 – Seniority – Definitions and Rights

- a. Seniority is defined as length of continuous active service as a teacher with the District from the most recent date of employment as a regular full-time teacher [thirty (30) or more hours per week]. In order to accrue seniority under this Section, a teacher must have a continuing contract with the District pursuant to [M.S. 122A.40](#). Effective July 1, 1981, teachers awarded Substitute Teaching Contracts subject to [M.S. 122A.40](#) by virtue of [M.S. 122A.44](#) shall be eligible to accrue seniority during the term of such contract. Teachers shall not accrue seniority during their probationary period of employment as defined by [M.S. 122A.40](#). Upon completion of the probationary period, seniority shall then be credited to the teacher retroactive to the teacher's date of hire, pursuant to the provisions of this Section.
- b. Continuous active employment shall not be broken by any authorized leave of absence properly utilized according to the provisions of this Agreement. Teachers on authorized leave of absence shall retain the seniority acquired at the time the leave was granted. However, there shall be no accrual of seniority credit while a teacher is on a leave of absence unless specifically so provided by the terms of the leave
- c. The following applies to full-time teachers:
 - (1) If the teacher completes either one full-quarter or at least 46 duty days, 0.25 seniority credit will be given.
 - (2) If the teacher completes either one full-quarter or at least 99 duty days, 0.5 seniority credit will be given.
 - (3) If the teacher completes more than one semester and at least 100 duty days, 1.0 seniority credit will be given.
- d. The following applies to part-time teachers:
 - (1) A regular part-time teacher working fewer than thirty (30) but more than fourteen (14) hours per week shall be credited with seniority at 1/2 of the amount a regular full-time teacher would have received during the same calendar period of service. This provision is to be applicable to part-time service rendered after July 1, 1979.
 - (2) A regular part-time teacher working fourteen (14) hours or fewer per week shall be credited with seniority at 1/3 the amount a regular full-time teacher would have received during the same calendar period of service. This provision is to be applicable to part-time service rendered after July 1, 1981.
 - (3) In crediting seniority for part-time teachers working fewer than thirty (30) hours but more than fourteen (14) hours per week, only increments of 0.25 year will be credited. Further, a part-time teacher must be employed in two (2) consecutive quarters in order to earn and have credited this 0.25 year seniority credit.
 - (4) In crediting seniority for part-time teachers working fourteen (14) hours or fewer per week, only increments of 0.33 year will be credited. Further, a part-time teacher must be employed four (4) consecutive quarters to earn and have credited this 0.33 seniority credit.

- e. Seniority shall be on a category basis as follows:
 - (1) On a District-wide basis for classroom teachers, grades kindergarten through six (6).
 - (2) On a District-wide basis within departmental areas, grades kindergarten through twelve (12).
 - (3) School nurses.
 - (4) Effective with the ratification date of this Agreement, seniority categories shall be added or deleted only after the Association has been given the opportunity to meet and confer to the categories to be added and/or deleted.
- f. Seniority and Transfers:
 - (1) A teacher who is voluntarily transferred to a different category may, at the discretion of the Employer, have total seniority transferred to the different category. A teacher who is involuntarily transferred to a different category may elect to transfer total seniority to the different category.
 - (2) If the different category to which the teacher transfers is not one that has the Association's mutual agreement as a result of the "meet and confer" discussions prescribed in Section H, Subdivision 1 e. above, then the teacher may elect to accrue seniority in both the category(ies) from which the teacher transferred and the different seniority category. However, the teacher must maintain his/her license in the seniority category(ies) from which he/she transferred in order to continue to accrue seniority in those categories. Further, any teacher new to the District hired into a seniority category established without the Association's mutual agreement as a result of the "meet and confer" discussion prescribed in Section H, Subdivision 1 e. above, who holds licensure qualifying him/her to teach in another category, may elect to accrue seniority in both the different category and the established category in which the teacher holds a license, providing the teacher maintains his/her license.

Subd. 2 – Unrequested Leave Procedure

a. Reduction of Staff – Process

- (1) If it is necessary to reduce staff in the District because of discontinuance of position, lack of pupils, financial limitations, a merger of classes caused by consolidation of districts, such reduction will be affected by attrition to the extent that the Employer deems feasible. If additional reduction is necessary, the Employer will reduce staff utilizing seniority according to the provisions of this Section.
- (2) In reducing staff the Employer where possible will completely eliminate the position of the least senior teacher in a seniority category before reducing or eliminating the position of the next more senior teacher. Provided the Employer will not be required to completely eliminate the position of the least senior teacher before making other reductions under the following circumstances:
 - (a.) when such action would result in a split assignment necessitating a teacher to travel daily between more than two (2) buildings;
 - (b.) when such action would result in noncompliance with federal or state law and/or regulations; or

- (c.) when such action would result in a split assignment between two (2) buildings and the teaching schedules associated with the assignment would be overlapping, would not allow for sufficient travel time between buildings, or would result in the teacher's work day exceeding eight (8) hours.

Provided further, the employer may reduce the position of any teacher who has a position of greater than 1.0 and/or works more than 184 days per year to 1.0 and/or 184 per year regardless of that teacher's seniority standing. If it is necessary to reduce a more senior teacher, the Association will be notified.

- (3) The School District shall not be required to reassign or realign a senior teacher to a different subject matter category to accommodate the seniority claims of a junior teacher, nor shall the School District be required to assign a senior teacher to a substantially different grade level assignment to accommodate the seniority claims of a junior teacher.

b. Reduction of Staff by Seniority

If it is necessary to reduce or eliminate positions in the District, teachers will be released within the categories as indicated in Section H, Subdivision 1e above in the reverse order of their seniority credit. In cases where two or more teachers have the same seniority credit, ties will be broken based on the following criteria in the order listed until the tie is broken.

- (1) The date the School Board approved the most recent employment. The earliest date of employment will be given priority.
- (2) A teacher certified in a category with a major will be ranked over a teacher with a minor in the category.
- (3) The teacher with the greatest number of years of teaching experience outside the District will be given priority.
- (4) A decision by the Employer.

c. Recall Process

- (1) Teachers given unrequested leaves of absence will be given priority for positions which become available in the category from which they were released in the reverse order of their release.
- (2) Any teacher on unrequested leave of absence who accepts a recall to a lesser position than the one held prior to placement on unrequested leave, shall be offered in order of category seniority any greater positions that become available before the first workshop day at the start of the school year or during the year at the sole discretion of the Employer, until the teacher attains a position equal to that held before placement on unrequested leave.

d. Termination of Seniority Rights

All seniority rights will be terminated with no re-employment rights under the following circumstances:

- (1) The employee resigns.
- (2) The employee is discharged or terminated.

- (3) The employee does not signify intent by certified or registered mail to return to work from an unrequested leave of absence to a position that is equal to or greater than the one held prior to placement on unrequested leave of absence, within fourteen (14) calendar days after being notified to return by certified or registered mail, addressed to the employee at the last address filed with the Superintendent of Schools. An employee who changes address must notify the Employer of the change. The date by which the employees must return to work from unrequested leave shall be at the discretion of the Employer, but shall in no case (except by mutual agreement) be sooner than twenty-one (21) calendar days following original notification by the Employer.
- (4) The employee has been on unrequested leave for a period of time equal to the employee's category seniority at the time of the unrequested leave or five (5) years, whichever is less. Any teacher while on unrequested leave of absence shall be offered in order of category seniority and full-time substitute teacher contract in the teacher's seniority category covering at least one (1) full semester of the school year which becomes available fifteen (15) days prior to the first workshop day of the school year for the entire faculty.
- e. Right to Refuse Recall: A teacher on unrequested leave of absence may refuse a recall to a position of less time than the one held prior to placement on unrequested leave, without jeopardizing the teacher's seniority and reemployment rights to future positions, provided that refusal of a recall to such lesser position than the one held prior to placement on unrequested leave of absence shall constitute a waiver, terminating the teacher's seniority and reemployment rights with respect to the waived position, until the waived position becomes vacant through termination, resignation, or reassignment of the position incumbent. Termination or reduction of an incumbent's position, and a rehiring of the incumbent, shall not create a vacancy.
- f. Leaving of Bargaining Unit: Employees transferred from, or promoted out of, the bargaining unit shall retain the seniority they had acquired at the time of transfer or promotion for a period of two (2) years after which time all seniority credit acquired as a teacher shall become void.
- g. Seniority Lists: On or before November 1 of each year the Employer shall post in each building distribute electronically a seniority list reflecting the seniority ranking and years of seniority of each teacher as of the preceding June 30. If any teacher believes a correction should be made in the seniority list, the teacher must file any such proposed correction in writing with the Employer representative designated on the posting by December 31 in the year of the posting. Failure of a teacher to file a proposed correction by December 31 shall be deemed the acquiescence of that teacher to his/her seniority ranking and years of seniority through the preceding June 30.
- h. Insurance Fringe Benefits: Teachers on unrequested leave of absence will be permitted to purchase insurance fringe benefits to the extent permitted by the carriers involved.

Section I. Military Leave

A teacher who is a member of the United States military shall be permitted time off to fulfill his or her obligations as a member of the military, in accordance with applicable state and federal law. The teacher will receive pay and benefits to the extent required by state and federal law.

Section J. Time Off for Public Office Meetings

A teacher who has been elected to public office shall be permitted time off without pay to attend meetings necessitated by reason of the teacher's public office, in accordance with applicable law. ([M.S. 211B.10](#) Subd. 2.)

Section K. Other Long and Short Term Leave

Subd. 1

A teacher may apply for a paid or unpaid leave of absence for any reason not covered under other sections of this Article. Advanced study, fellowship, teaching abroad, travel, specialized employment, government education programs, exchange teacher programs, or personal problems 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 to the Superintendent of Schools.

Subd. 3

The Superintendent shall present such request, together with a recommendation, to the School Board.

Subd. 4

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

Subd. 5

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

Subd. 6

If a teacher is granted a leave under this Section, the teacher shall not be eligible for any of the fringe benefits in this Agreement except as may be agreed upon by the teacher and the School Board at the time the leave is granted.

Subd. 7

Whether or not such leave will be granted, and under what conditions, shall be at the discretion of the School Board after reviewing all of the circumstances.

Subd. 8

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

Subd. 9

Teachers on long term leave shall notify the Superintendent by certified letter of their intention to either (a) return to employment, or (b) resign, according to the following schedule: February 1 for those scheduled to return the following August; and October 15 for those scheduled to return the second semester. The employee shall lose all reemployment rights if the employee fails or refuses to notify the Employer by certified mail of the teacher's intention to return to work as required by the conditions specified by the Employer when the leave of absence was granted or the provisions of this Section.

Subd. 10

Failure of a teacher to return from any leave of absence granted under this Section at the specified date for return may constitute grounds for dismissal.

ARTICLE VII – BASIC SCHEDULES AND RATES OF PAY

Section A. Salary Schedule

Subd. 1

The wages and salaries reflected in Schedule "A" attached hereto shall be a part of the Agreement for the 2017-19 school years.

Subd. 2

The salary schedule is not to be considered part of the teacher's continuing contract.

Subd. 3

The salary schedules in Schedule "A" shall apply to the performance of duties during the school year as defined in Article V, Section A, School Calendar.

Section B. Initial Placement

Initial placement of teachers new to the District on the salary schedule shall be a matter of agreement between the Employer and the teacher. Provided, the District shall not place a new teacher on the schedule at a point higher than that to which the teacher's teaching or teaching-related experience would otherwise entitle the teacher.

Section C. Step Advancement for the 2017-19 School Years

Subd. 1

A full-time teacher will advance one (1) step for each full school year of employment until the top numerical step (non-career) has been reached. Advancement will be made at the beginning of the school year in even numbered years. In odd numbered years step advancement will occur at the beginning of the school year or upon completion of the negotiated agreement, if it occurs after the school year begins, and step advancement is part of the negotiated agreement.

Subd. 2

Equivalent full-time teaching service is the sum of the years credited for salary purposes at the time of initial employment plus years of equivalent full-time teaching service in the District.

Subd. 3

Commencing July 1, 1974, teachers working less than full-time, but more than fourteen (14) hours per week shall advance one step for each two (2) full years of part-time service. Advancement

will be made at the beginning of the school year only. This provision to apply to service rendered after July 1, 1974, only.

Subd. 4

Commencing July 1, 1981, teachers working fourteen (14) hours or less per week shall advance one step for each three (3) full years of such part-time service. Advancement will be made at the beginning of the school year only. This provision to apply to service rendered after July 1, 1981, only.

Subd. 5

The School District may withhold step advancement for just cause after first providing sufficient notice to the teacher of the performance concerns and allowing adequate time and assistance for improvement. In the event that the Employer withholds a step advancement as provided herein, and the cause is corrected, the withheld step increase shall be reinstated at the beginning of that year.

Section D. Lane Advancement

Subd. 1

- a. The compensation specified on individual teacher contracts for teachers previously placed on the salary schedule will reflect lane advancements as follows: teachers may advance to higher salary lanes by obtaining additional training, degrees and/or credits as approved by the Employer.
- b. Commencing July 1, 1974, teachers working less than full-time, but more than fourteen (14) hours per week, shall be eligible for lane advancement as per this Section.
- c. Professional growth advances made on the salary schedule are governed by Section E of this Article.

Subd. 2

For the purposes of determining salary placement the definition of salary lanes shall be as follows as expanded or modified by Subd. 1, above:

- a. **Lane 1 (BA):** a teacher who holds a Bachelor's Degree with specific preparation in the field of teaching, and is properly certificated as such by the Minnesota Department of Children, Families and Learning.
- b. **Lane 2 (BA + 20):** a teacher who holds a Bachelor's Degree plus 20 semester credits of approved training appropriate to the area of the teacher's assigned responsibilities with the District.
- c. **Lane 3 (BA + 40):** a teacher who holds a Bachelor's Degree plus 40 semester credits of approved training appropriate to the area of the teacher's assigned responsibilities with the District.
- d. **Lane 3 (MA or Alternate):** a teacher who holds a Bachelor's Degree and has completed a Master's Degree.
- e. **Lane 4:** a teacher who has completed 20 semester credits beyond the MA. This is the maximum lane for a teacher who has accepted an Alternate to the Master's Degree.

- b. Master's Degree
Teachers who earn an approved Master's Degree directly related to their teaching assignment may advance to Lane 3 on the salary schedule.
- c. Post Master's Degree Graduate Credit
After the Master's Degree has been earned, additional graduate credits may be earned and used to advance through Lanes 4, 5, 6, and 7 as approved by the District.
- d. Specialist or Doctorate Program
Teachers wishing to receive salary advancement for these programs must apply for and receive permission from the superintendent or designee

Subd. 4 Procedures to Follow for Course Approval for Step Advancement:

- a. Prior Approval for Course Work is strongly recommended for Teachers
Even though it is not required, teachers should seek prior approval if they wish to make sure that the courses they are taking will be approved for salary advancement. An on-line form is used to obtain prior approval for course work.
- b. Master's Degree
Prior approval from the District is strongly recommended before a Master's Degree is begun to guarantee acceptance of the program by the District. An on-line form is used to obtain prior approval for course work.
- c. Documentation of Earned Credit
A copy of the transcript is recommended, an official grade slip is acceptable, and must reflect completed graduate credits with a grade of "C" or higher and be received by the Human Resources office by the following deadlines: October 1 (full salary increment), February 1 (one-half salary increment), and May 1 (one-fourth salary increment). The credits will be reviewed and approval will be determined by the District. Grade slips should be accumulated by the teacher and submitted on standard size paper at the time the teacher wishes to advance on the salary schedule.
- d. Career Change or Licensure Change
Course work primarily intended to prepare a teacher for another profession or licensure field or trade outside education will not be applied toward any lane change.
- e. Other Conditions
Persons attending conferences, conventions, seminars, etc. at District expense may not receive any credit for purposes of advancement on the salary schedule. Similarly, teachers may not receive credit toward advancement on the salary schedule for participation in District-sponsored workshops or in-service experiences offered during the regular work day or outside the work day on a stipend basis.

Subd. 5 Procedures to Facilitate an Appeal Process:

Committee Membership: Committee membership will consist of an elementary principal, secondary principal, central office administrator, school board member, one elementary teacher, one middle level teacher, one high school teacher, and one teacher at large. Experienced principals and teachers should have tenure in District 276.

Teacher Appeal Process:

- a. Appeal Timeline
A teacher who wishes to appeal a decision is required to do so within twenty (20) working days of notification of the District's decision.
- b. Contact the District Administrator
The teacher should contact the District administrator and review the matter to determine if the matter can be resolved at this level.
- c. Write a Synopsis of the Issue
The teacher drafts a one page statement identifying what was requested, the action that the District took and state the reason why the request ought to have been approved under the professional growth process and procedures. The District will review the appeal and agree with the teacher's facts or draft a one page statement identifying points of disagreement.
- d. Committee Hears Appeal
The committee will meet in September, January, and April. A majority vote is required to overturn the District decision. The committee will render a recommendation. The committee acts as advisory to the Board of Education.
- e. Grievance Procedures
If the teacher disagrees with this decision, the teacher may use the grievance procedure.

Subd. 6 Criteria for Approval of a Specialist or Doctorate Degree

The School District shall use the following criteria in considering approval of a teacher's request to receive lane credit for a Specialist or Ph.D. degree:

- a. The teacher has a strong record of performance excellence within his/her specific area of assignment and has demonstrated for many years strong leadership within Minnetonka School District as a whole.
- b. The teacher expresses the strong desire to continue to provide excellence within his/her specific area of assignment as well as to continue strong leadership within Minnetonka School District as a whole.
- c. There is a high correlation between the teacher's classroom assignment and the specialist or doctoral course work and dissertation; that is, the benefits of the work in terms of improvements in teaching and learning of Minnetonka pupils must be very close and be very clear.

Section F. National Board Compensation

Teachers who have earned and currently hold certification from the National Board for Professional Teaching Standards will receive a stipend of \$1,000 annually in addition to base salary. In addition, qualifying teachers are eligible to work up to an equivalent of ten (10) extra days at their daily rate of pay, determined by dividing the basic salary by 184, and multiplying by the number of days worked, in accordance with a plan approved by the District.

Section G. Certificate of Clinical Competence

Speech and Language Clinicians who hold their Certificate of Clinical Competence will receive a stipend of \$1,000 annually in addition to base salary. This stipend will be paid upon receiving verification of renewal from the teacher. (This payment will replace the reimbursement payment for the Certificate).

ARTICLE VIII – INSURANCE FRINGE BENEFITS

Section A. Insurance Fringe Benefit Allocation for Full-time Teachers

Subd. 1

Each full-time teacher scheduled to hold a position for a period in excess of one hundred (100) working days in a school year will be allocated \$760 per month effective July 1, 2017 and \$810 per month effective July 1, 2018, for use in purchasing fringe benefits under this Article. Said allocation will be made on a prorated basis each pay period. If a full-time teacher hired after September 15 accepts a full-time contract for the following school year before June 1, he or she shall receive monthly allocation through August.

Subd. 2

Each teacher shall be charged as having purchased individual coverage under the Group Health and Hospitalization Insurance Plan specified in Section C, Subd. 1, the life insurance specified in Section C, Subd. 2a, the income protection insurance specified in Section C, Subd. 3, and the dental insurance specified in Section C, Subd., 4 below, whether or not the teacher authorized purchase of any of these insurance coverages. For purposes of computing the amount to be charged to each teacher's account for the purchase of insurance coverages, the rate in effect for a particular month shall be the rate billed by the carrier for that month.

Subd. 3

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

Subd 4

A teacher will receive as additional salary, any money allocated to the teacher for that month which was not charged against the teacher's account for purposes of fringe benefit purchases in accordance with Subd. 1 above. The monthly unused fringe benefit allocation shall be annualized and divided evenly over the number of pay periods elected by the teacher.

Subd. 5

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

- a. Termination of employment with the District; provided, termination at the end of the school year shall not disqualify a teacher who is otherwise eligible for receipt of monthly allocation through August of that year.
- b. Leaving on an authorized leave of absence, unless other provisions of this Agreement make provision for continuance of the monthly allocation.

Subd. 6

Any teacher on an approved leave of absence for medical purposes shall be allocated \$59.74 per month for up to five (5) years for use in purchasing individual hospitalization, medical and major medical insurance.

Subd. 7

No change in the carriers providing insurance coverage under Section C below will be made during the term of this Agreement without first informing the Association and providing it with the opportunity to meet and confer with the Employer on the change. In the event an interpretation of application is rendered by the carrier, copies shall be sent to up to two (2) Association representatives designated in writing by the Association to receive such copies.

Section B. Hospitalization, Medical and Major Medical Insurance for Part-time Teachers

Subd. 1

Each part-time teacher scheduled to hold a position for a period in excess of one hundred (100) working days in a school year shall be eligible for hospitalization, medical and major medical insurance benefits if the employee:

- a. is regularly employed for twenty (20) or more hours per week and is otherwise qualified under the terms of the insurance policy;
- b. Has not terminated employment with the District.

Subd. 2

The Employer shall pay the monthly premium for individual coverage for all part-time teachers 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 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.

Subd. 3

Part-time teachers who are eligible for, and are enrolled in, the School District group hospitalization, medical and major medical plan, and who elect to receive employee plus one and/or 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 coverages 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 plan. The Employer will select the insurance plan and the insurance policy. To qualify for employee plus one and/or family coverage, the employee must have eligible dependents as defined by the insurance plan, and must make a request for such coverage on a form provided by the Employer.

Section C. Available Fringe Benefits for Full-time Teachers

Subd. 1. Hospital Medical Insurance

- a. A teacher shall be eligible to purchase hospitalization, medical and major medical insurance coverage if the teacher:
 - (1) is qualified under the terms of the policy;
 - (2) is on an approved leave of absence for medical purposes, not to exceed five (5) years; and
 - (3) has not terminated employment with the District.

- b. Individual coverage and family coverage shall be available for all teachers who are eligible for, and are enrolled in, the School District Group Health and Hospitalization Plan. Such plan shall contain the provisions of the policy in effect as of July 1, 2007, except as may be mutually agreeable between the parties. Administration of the plan will be consistent with the policies and procedures of the insurance carrier. The Employer will select the insurance carrier. To qualify for family coverage the teacher must have eligible dependents as defined by the insurance carrier and must make a request for such coverage on a form provided by the Employer.

Subd. 2 Life Insurance

- a. A \$100,000 principal sum life insurance policy which shall have a double indemnity provision in the case of accidental death shall be available for each full-time teacher. The principal sum benefits and the double indemnity benefits for any teachers age sixty-five (65) and over shall be the amount specified by the policy and may be lower than the amount specified herein. The administration of this plan will be consistent with the policies and procedures established by the insurance carrier. The Employer will select the insurance carrier.
- b. Teachers will have the option consistent with the policies and procedures of the insurance carrier, to purchase supplemental term life insurance in \$10,000 increments. The costs of any such Group Life Insurance shall be borne by the teacher and, to the extent such cost exceeds the monthly amount allocated to the teacher pursuant to Section A above, it shall be paid by payroll deduction while the teacher is receiving pay from the District.

Subd. 3 Income Protection Insurance

Income protection insurance equivalent to annual base salary up to a maximum of \$50,000 shall be available and paid for by each full-time teacher on an after tax basis. Such income protection insurance benefits for teachers, age (65) and over, may be modified as a part of the policy in accordance with what the carrier is willing to provide. The administration of this plan will be consistent with the policies and procedures established by the carrier. The Employer will select the insurance carrier.

Subd. 4 Dental Insurance

Dental insurance shall be available for each full-time teacher. The administration of the plan will be consistent with the policies and procedures of the insurance carrier. The cost of any Group Dental insurance shall be borne by the teacher and to the extent such costs exceeds the monthly amount allocated to the teacher pursuant to Section A above, it shall be paid by payroll deduction while the teacher is receiving pay from the District.

ARTICLE IX – CAREER FINANCIAL PLANNING AND TRANSITION

Section A. Overview

Employees are encouraged to develop a financial plan for their future and for transition into retirement. The benefits outlined in this Article offer the tools for each employee to plan for that transition. Specifically, two exclusive options are offered as follows:

Option #1: Career Transition Trust (CTT): (Closed – employees made a one-time election)
 The purpose of the CTT Plan is to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of employment with the District.

In addition, this plan offers post-employment health insurance benefits until eligible for Medicare (Section C).

Option #2: Retirement Savings Plan: All employees who made the one-time election, or began employment on or after July 1, 2005, are limited to Option #2. The purpose of the Retirement Savings Plan is to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of employment with the District.

Section B. Option #1. Career Transition Trust (CTT Plan):

Subd. 1

The CTT Plan will require participation by the employee coupled with a matching contribution from the District.

Subd. 2

The CTT Plan will provide two levels of benefits for District employees, a defined contribution CTT Plan and a post-employment insurance benefits plan (Section C)

The CTT Plan will require participation by the employee coupled with a matching contribution from the District as detailed in Subd. 3.

Subd. 3

Defined Contribution CTT Plan District Matching Benefits

YEARS OF SERVICE	BOARD MATCHING CONTRIBUTION	TOTAL DURING SERVICE BRACKET
0-3 years	No District match	\$ 0
4 - 5 yrs.	\$510 Match	\$ 1,020
6-10 yrs.	\$765 Match	\$ 3,825
11-15 yrs.	\$1,020 Match	\$ 5,100
16-20 yrs.	\$1,530 Match	\$ 7,650
21-25 yrs.	\$1,785 Match	\$ 8,925
26 + yrs.	\$ 2,040 Match	
Life Time Maximum District Contribution		\$ 36,720

Section C. Insurance Benefits for Retirees

Subd. 1

Effective July 1, 2007, a teacher who is a least fifty-five (55) years of age by August 31 of the school year during which the retirement is to become effective and has: (a) twenty (20) or more

years of seniority teaching in the District; or (b) twenty (20) or more years of full-time service in the District (30 or more hours a week) which years of service need not be consecutive, and who retires during the term of this Agreement shall be eligible for insurance benefits from the retirement/severance trust fund as follows:

- a. The School District shall contribute \$210.00 per month until eligible for Medicare. The portion of the premium not contributed by the School District shall be borne by the teacher.
- b. Should a retired employee die while participating in the District group medical insurance plan and purchasing dependent coverage, the retired employee's spouse may continue participating in the plan for up to seven years following the retirement of the employee. The spouse shall pay the entire premium for such coverage.
- c. Should an active employee who is eligible for retirement pass away, the employee's spouse continue participation in the District group medical insurance plan for up to five (5) years following the death of the employee, with the following limitation:
 - (1) The employee was enrolled in the District group medical plan, purchasing dependent coverage. The spouse shall pay the entire premium for such coverage.

Section D. Option #2. Retirement Savings Plan Benefits for Employees Beginning Employment

On or After July 1, 2005, or who elected this Option:

Subd. 1 Purpose of Retirements Savings Plan:

The plan will require participation by the employee in a tax sheltered account (TSA) plan. The District will match the employee's deposit in TSA plan as stated below.

Subd. 2 Benefit: CTT Plan in Section B Plus Retirement Savings Plan

YEARS OF SERVICE	BOARD MATCHING CONTRIBUTION	TOTAL DURING SERVICE BRACKET
0-3 years	No District match	\$ 0
4 - 5 yrs.	\$765	\$1,530
6-10 yrs.	\$1,122	\$5,610
11-15 yrs.	\$1,479	\$7,395
16-20 yrs.	\$2,244	\$11,220
21-25 yrs.	\$2,611	\$13,055
26 + yrs.	\$3,009	
Life Time Maximum District Contribution		\$53,855

Section E. Administration of CTT Plan and Retirement Savings Plan

Subd. 1 Eligibility for CTT Plan or Retirement Savings Plan

Employees working 75 percent or more of a full-time schedule shall be eligible to receive 100% of the annual matching contribution. Teachers who are working a contract year less than 75%, or the equivalent of 1104 hours per year, shall receive the District matching contribution appropriate for years or service in the following proration of the District matching contribution:

ANNUAL CONTRACT	PERCENT OF DISTRICT CONTRIBUTION
0.75 FTE or greater (1104 hours or greater)	100.0%
Greater than 0.5 but less than 0.75 FTE (736 – 1103 hours)	50.0%
Greater than 14 hours per week but less than 0.5 FTE (504 – 735 hours)	33.3%

Subd. 2 Wellness Payments

If permitted by Minnesota Statutes and IRS Code Section 457, the employee may choose to direct the District to deposit the Reimbursement for Unused Sick Leave (Wellness Payment), as defined in Article VI, Section A, Subd. (1) of the Master Agreement, into the TSA investment selected under either the CTT Plan or Retirement Savings Plan designated by the employee without match by the District.

Subd. 3 Benefits Cannot be Accumulated

The District contribution will begin when the employee initiates an eligible investment program at an amount not to exceed the benefit schedule set out in Subd. 1, above.

An employee may elect to contribute to the selected program more than the District match. The CTT PLAN and only defines the limits of the District's participation in the selected program.

The District match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

Subd. 4 Definition – Years of Service

Years of service shall mean the years of accumulated full-time equivalent service for seniority purposes as of July 1 prior to the school year, plus the current year.

Years of service shall be measured as of July 1 each year for the following year.

Subd. 5 CTT Plan and Retirement Savings Plan Year Begins September 1

The annual year for the District contributions shall be September 1 through August 31. Changes in District matching amounts, based on years of service, shall occur within 10 days after the seniority list is posted.

Employees must establish participation in an eligible Deferred Income or TSA plan, as defined by Minnesota Statutes, before the District will begin matching contributions.

Subd. 6 District Contribution is Automatic

When an employee has an eligible CTT Plan or Retirement Saving Plan in effect, the District matching shall be automatic unless the employee requests otherwise.

Subd. 7 Employee Participation in a TSA Program

- a. In order to qualify, teachers must execute a salary tax shelter annuity (TSA) modification on a form provided by the Employer.
- b. A TSA salary modification agreement shall expire when revoked by the teacher or the teacher's employment is terminated.
- c. For employees of the District who were active prior to June 30, 2009, tax sheltered purchases will be limited to the 17 tax sheltered annuity companies that are part of the District's official 403b plan in accordance with the new IRS 403b regulations that became effective for January 1, 2009.
- d. For new employees hired for employment for the 2009-2010 school year and thereafter, who become active employees on July 1, 2009 or later, tax sheltered purchases will be limited to the following eight (8) tax sheltered annuity companies:

American Funds-Capital Guard
Ameriprise (formerly IDS, American Express)
AXA Equitable Life
Common Wealth Annuity (formerly Kemper/Chase)
Great West
VOYA (formerly ING)
ESI Financial – Education MN
Vanguard

- e. A teacher may elect to purchase tax sheltered annuities from two (2) individual companies. However, the Employer shall only be required under Section B of this Article to make matching contributions to one (1) company per teacher
- f. The salary modification may be requested to commence, or may be altered, at any time during the year provided that the salary modification form is properly completed by the teacher at least thirty (30) calendar days prior to its effective date.
- g. All deposits for each pay period will be sent to the Third Party Administrator on the employee payday.
- h. The District's matching contribution will be divided evenly by the number of pay periods selected by the employee.

Subd. 10 CTT Plan Must Comply with Federal and State Laws

The CTT PLAN is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b), and IRS Code Section 457.

ARTICLE X – TEACHER TRANSFER

Section A. Definitions

The following definitions will apply to all teacher transfer procedures set forth in this Article.

Subd. 1 Position(s)

Position is defined as a personnel allocation to carry out a school program function. Position is expressed in terms of Full-Time Equivalent (FTE); for example, full-time (1.0), half-time (0.5), and fifth-time (0.2).

Subd. 2 Teaching Assignment

A teaching assignment includes the following:

- a. Teaching Assignment Category: The designation of a seniority category or categories and/or the designation of a program(s) as defined in Article VI, Section G, Subd. 7.
- b. Building: The designation of a particular building or buildings where work is to be performed.
- c. Grade Level: The designation of the grade level(s) of students to whom teaching service is to be given.

Subd. 3 Teacher Transfer

A teacher transfer to which the provisions of this Article apply is limited to the following situations.

- a. A change in a teacher's teaching assignment which results in the location of the teacher's duties being changed from the building(s) in which the teacher has been teaching to one or more other buildings;
- b. A change in a teacher's teaching assignment which results in the teacher's duties being shifted for more than half of his/her contracted time from one or more teaching assignment categories in which the teacher has been teaching to another or other teaching assignment categories; or
- c. Change in a teacher's teaching assignment which results in the teacher teaching in a grade level(s) different from those in which she or he has been teaching where said change is across three or more grades. The grade level(s) in which the teacher has been teaching shall not be included as one of three grades.

Subd. 4 Voluntary

Voluntary is defined as proceeding with a person's own free will, free choice or full consent.

Subd. 5 Involuntary

Involuntary is defined as proceeding without a person's own free will, free choice or full consent.

Subd. 6 Vacancy

A vacancy exists under the following conditions:

- a. Any teaching assignment which results from the Employer creating or adding a position.
- b. An existing teaching assignment becomes vacant through a resignation, termination, or a leave of absence.

- c. When a transfer occurs to fill a vacancy created by a or b above, thus leaving the teaching assignment of the transferred teacher open, the District will determine if the vacancy is to be filled. An explanation will be made in a posting if a vacancy is not to be filled.

Posting is the act of placing a job into the electronic application system and distributing that electronic notification to teachers across the District.

Subd. 7 Days

Days shall refer to calendar days.

Subd. 8 Schedule

A schedule is a particular sequence and timing of teaching activities. A schedule is not part of a teaching assignment.

Section B. Procedures

Subd. 1 Postings

- a. Openings that occur between January 1 and May 1 for the ensuing school year will be posted and subject to a six (6) working day transfer period. The six days will be inclusive of the day the position is posted. A teacher eligible for transfer must submit the transfer request (internal electronic application) by the end of the sixth (6) day to be considered for transfer.
- b. Openings occurring after May 1 and prior to July 1 will be posted and subject to a three (3) day transfer period. The three working days will be inclusive of the day the position is posted. A teacher eligible for transfer must submit the transfer request (internal electronic application) by the end of the third (3) day to be considered for transfer. (There will be no transfers after July 1).
 - (1) A brief job description and any additional duties or responsibilities;
 - (2) All criteria, required and preferred, to be used in making the selection for the position;
 - (3) Identification of the decision-maker(s);
 - (4) Specific job designation (job that will be available for the next year).

Subd. 2 Applications

- a. When two or more applicants are equally qualified using the posting criteria, the applicant with the most seniority in the area of licensure will be granted the position.
- b. Written reasons for denying an application for transfer will be provided upon written request from the teacher not receiving the transfer. The decision to deny a transfer cannot be arbitrary, capricious or without basis and fact.
- c. If an interview takes place, no formal evaluation will be used as part of the interview.
- d. All staff in over-staffed areas will be considered for all open positions for which they meet required criteria.

- e. When an involuntary transfer is necessary, and two or more staff members are equally qualified using the posted criteria, the least senior in the area of license will be involuntarily transferred.

Subd. 3 Newly Hired Teachers

Teachers newly hired during the transfer process will not be assigned to a specific position until after Round 1 of the transfer process is complete.

Subd. 4 Exemption – Teachers on Long-term Substitute Contracts

When an incumbent has been granted an extension of a leave of absence, at the School District's discretion the replacement teacher may be rehired on a long-term substitute contract and assigned to the same position, consistent with other provisions of this article.

Subd. 5 Adjustment in Timelines

The timelines provided in Subd. 1-6 may be modified by mutual agreement of the Association and the School District.

Subd. 6 Assignments

The District will notify continuing contract teachers of their assignment for the upcoming year, no fewer than 10 working days before the end of the school year. If it is not possible to notify continuing teachers, no fewer than 10 working days before the end of the school year, the administration will communicate with those individuals affected the reasons why the assignments cannot be made.

Subsequent changes in the assignment may occur based on enrollment, financial conditions, vacancies, or other factors.

Upon teacher request, the employee shall be granted a meeting with the supervisor and/or District personnel responsible for the decision to discuss the rationale for the involuntary transfer.

Section C. Release Time

Any teacher transferring from one building assignment to another building assignment shall be granted upon request a minimum of one (1) day released time prior to the transfer.

Section D. Involuntary Transfer Limit

Under normal circumstances, a teacher will not be involuntarily transferred more often than once in three (3) years.

ARTICLE XI – PROGRESSIVE DISCIPLINE

Section A

The Minnetonka Teachers Association and the Minnetonka Public School District 276 have agreed to implement the tenets of Progressive Discipline to ensure the highest quality of professionalism and instruction for our students. Teachers may be given an oral warning, a written warning, suspension with pay, suspension without pay, and in the case of tenured teachers, termination for just cause.

Section B

Suspension without pay shall take effect upon the teacher's receipt of written notification from the Superintendent or Superintendent's designee. The written notification will state the grounds for the actions together with a statement that the teacher may make a written request for review under the grievance procedure of this agreement.

The decision of the Superintendent of Schools shall be subject to the grievance procedure.

ARTICLE XII – EARLY CHILDHOOD FAMILY EDUCATION

Section A. Relationship to Collective Bargaining Agreement

All Provisions of this collective bargaining agreement pertain to Early Childhood Family Education teachers except for the following:

Subd. 1

Article III (Teacher and Association Rights), Section D (Teacher Contract).

Subd. 2

Article III (Teacher and Association Rights), Section K (Payment of Salary). The District will continue its current practice of salary payment to Early Childhood Family Education Teachers, with each paycheck reflecting hours worked during the previous pay period. If the District determines any changes necessary during the period of this contract the District agrees to first meet and confer with the Association.

Subd. 3 (Working Conditions)

- a. Any Minnetonka Preschool/ECFE teacher who begins a school year with 30 or more contracted hours will maintain no less than 30 hours for the remainder of that school year. Prior to July 1 of the impending school year the teacher may be assigned up to 40 hours for the forthcoming year.
- b. Any Minnetonka Preschool/ECFE teacher who begins a school year with 20-29 contracted hours will maintain no less than 20 hours for the remainder of the school year. Prior to July 1 of the impending school year the teacher may be assigned up to 29 hours for the forthcoming year.
- c. Before a new school year begins, all proposed solutions will be considered to provide each teacher with the full complement of hours that they were granted at the start of the previous school year. Seniority will be used in determining the distribution of these hours.
- d. If any Minnetonka Preschool/ECFE teacher has hours reduced during the school year the following criteria will be used to return the hours to the previous level.
 - (1) The teacher with the highest seniority and appropriate licensure will be considered first.
 - (2) The hours must be available when the teacher has an open time within their schedule to avoid any change in their ongoing schedule.

Hours will only become available if an assigned teacher resigns from a position during the year, new class is offered, a current employee voluntarily reduces hours or a new position becomes available for any reason.

Subd. 4

Prep Time:

Preparation time will be allocated based on 1.5 hours/day X the number of 2's/3's, 3's/4's or 4's/5's classes. Preparation time will be allocated based on 1 hour/day X the number of ECFE classes.

Parent Teacher Conference time:

Parent teacher conference time will be allocated based on the following:
20 minutes for each student in the fall and 20 minutes for each student in the spring.

Back to School Workshop: (24 hours)

Back to school time will be allocated based on 24 hours over a three-day period.

Staff Meetings: (15.5 hours)

Staff meetings will occur monthly and will be allocated on 15.5 hours for the year. In addition, there will be beginning of the year and end of the year staff meetings built into these 15.5 hours.

Prep and Plan Time: (18 Hours)

Staff use 2 hours per month to prep and plan with colleagues. The meetings scheduled for this time will be made in collaboration with the coordinator.

Classroom Set Up and Tear Down: (8 hours)

Fall set up and Spring tear down time will be allocated as 8 hours to be divided between the Fall and the Spring.

Staff Development Meetings/PLC's (12 hours)

Staff Development and PLC time will be allocated on 12 hours for the year. There are three (3) required 2-hour PLC's at the end of Quarters 1-3 and two Late Start/Early Releases distributed throughout the year.

Parent/Student Night (formerly Curriculum night)

1 hour	Parent Orientation
1 hour/preschool class	Teacher meet and greet

Subd. 5

Article VI (Leaves of Absence). This would apply to Early Childhood Family Education teachers, with the exception of Section G (Unrequested Leave) which would not apply. See Section B of this article.

Subd. 6

Article VII (Basic Schedules and Rates of Pay) are as shown in Schedule F.

Subd. 7 Step Increases

Early Childhood Family Education teachers will be eligible for a step increase if they:

- a. Step increase after:
 - (1) Work at least 991 hours the previous year; or
 - (2) Work at least 991 hours the previous two years without a step increase the previous year;
 - (3) Work at least 991 hours the previous three years without a step increase the previous two years.

Subd. 8

Article X (Teacher Transfer) is excluded.

Section B. ECFE Seniority

Subd 1

Seniority begins with the first day of service and is earned in increments of quarter years based on the total number of hours of employment in each fiscal year (July 1 through June 30).

170-444 hours = 0.25 year
445-719 hours = 0.5 year
720-990 hours = 0.75 year
991+ hours = 1.0 year

Subd. 2

Early Childhood Family Education shall have a separate seniority list consisting of two categories, parent educators and child educators.

Subd. 3

Beginning with the fourth year of employment for teachers employed, seniority shall only be used when ECFE positions or hours are eliminated or reduced by the District, beginning with the least senior employee.

Subd. 4

Other members of the bargaining unit may not bump into early childhood family education categories or transfer seniority from other categories. Seniority earned in early childhood family education categories shall not be used for bumping into other categories and shall not be transferred.

Subd. 5

An employee teaching in both categories (parent and child) will earn seniority in both categories based on the total number of hours employed. Employees teaching in only one category will earn seniority only in that category.

Subd. 6

Employees voluntarily transferring from one category of ECFE to the other may not transfer seniority. Employees involuntarily transferring to the other category of ECFE may transfer all of their seniority.

Subd. 7

Tie breakers:

- a. First day of service
- b. Date of hire
- c. Total years of experience in Early Childhood Family Education prior to employment with Minnetonka.

Subd. 8

Seniority shall end when an employee resigns, is discharged or has been on a leave of absence for more than two (2) years.

ARTICLE XIII - DURATION AND EFFECT

Section A. Duration

This Agreement shall remain in full force and effect for a period commencing on July 1, 2017, through June 30, 2019, and thereafter until modifications are made pursuant to the Public Employment Labor Relations Act of 1971 (as amended), provided there shall be no step advancement nor lane advancement by any teacher pursuant to Article VII, Sections C and D, after June 30, 2017, until a successor Master Agreement has been negotiated and ratified by both parties. If either party desires to modify or amend this Agreement to commence on July 1, 2017, it shall give written notice of such intent prior to the expiration date of this Agreement. Unless otherwise mutually agreed, the parties shall not commence negotiations before the March 1, preceding the expiration of this Agreement.

Section B. Effect

Subd. 1

This Agreement constitutes the full and complete Agreement between the Employer and the Association. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations inconsistent with or contrary to the provisions of this Agreement.

Subd. 2

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

Section C. Meet and Confer

The Employer recognizes its obligation under M.S. 179A.07, Subd. 3, to meet and confer with teachers to discuss policies and those matters relating to their employment not included under PELRA of 1971 (as amended).

Subd. 1

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

Section D. Severability

The provisions of the 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.

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

For the MINNETONKA TEACHERS ASSOCIATION

Mary Benson
President

3/8/18
Date

Mike Butts
Teacher Negotiator

3/8/18
Date

Sonia L. Lab
Teacher Negotiator

3/8/18
Date

D. C. Shook
Teacher Negotiator

3-8-18
Date

For INDEPENDENT SCHOOL DISTRICT NO. 276

L. S. Wiggins
Chairperson

3/8/18
Date

Lee Sumner
Clerk

3/8/18
Date

Paul Brangerie
District Negotiator

3/8/2018
Date

Paul Brangerie
District Negotiator

03/08/2018
Date

Schedule A
2017-2018 SALARY SCHEDULE

	BA	BA + 20 Sem. (30 Qtr.)	BA +40 Sem. (60 Qtr.) MA/ALT	MA +20 Sem. (30 Qtr.)	MA +40 Sem. (60 Qtr.)	SPEC	PHD
<u>Step</u>	<u>Lane 1</u>	<u>Lane 2</u>	<u>Lane 3</u>	<u>Lane 4</u>	<u>Lane 5</u>	<u>Lane 6</u>	<u>Lane 7</u>
A	41,468	45,153	48,942	51,289	53,451	54,558	55,742
B	42,655	46,469	50,609	53,005	55,238	56,382	57,580
C	43,844	47,784	52,273	54,721	57,024	58,205	59,526
D	45,029	49,102	53,941	56,437	58,811	60,028	61,257
E	46,217	50,418	55,607	58,151	60,597	61,851	63,096
F	47,404	51,733	57,272	59,869	62,383	63,673	64,935
G	48,589	53,051	58,938	61,585	64,169	65,496	66,773
H	49,778	54,368	60,604	63,300	65,957	67,317	68,610
I	50,965	55,684	62,271	65,015	67,741	69,139	70,450
J	52,151	57,001	63,935	66,732	69,529	70,962	72,288
K	53,338	58,316	65,603	68,448	71,313	72,785	74,128
L	54,527	59,631	67,268	70,163	73,099	74,607	75,965
M	55,712	60,948	68,933	71,880	74,887	76,430	77,805
N	56,900	62,266	70,601	73,596	76,672	78,253	79,642
O	58,088	63,581	72,266	75,312	78,461	80,075	81,480
P	59,274	64,898	73,931	77,028	80,245	81,898	83,319
Q	60,461	66,213	75,597	78,742	82,032	83,720	85,157
R	61,647	67,529	77,264	80,458	83,817	85,542	86,996
S	62,834	68,847	78,930	82,174	85,604	87,365	88,834
T	64,022	70,163	80,596	83,892	87,391	89,188	90,673
U	65,209	71,480	82,261	85,606	89,176	91,011	92,511
V	66,396	72,797	83,926	87,322	90,963	92,833	94,349
W	67,583	74,112	85,593	89,039	92,748	94,655	96,188
X-Career	71,145	78,061	90,591	94,185	98,108	100,125	101,703

Schedule A
2018-2019 SALARY SCHEDULE

	BA	BA + 20 Sem. (30 Qtr.)	BA +40 Sem. (60 Qtr.) MA/ALT	MA +20 Sem. (30 Qtr.)	MA +40 Sem. (60 Qtr.)	SPEC	PHD
<u>Step</u>	<u>Lane 1</u>	<u>Lane 2</u>	<u>Lane 3</u>	<u>Lane 4</u>	<u>Lane 5</u>	<u>Lane 6</u>	<u>Lane 7</u>
A	42,505	46,282	50,166	52,571	54,787	55,922	57,136
B	43,721	47,631	51,874	54,330	56,619	57,792	59,020
C	44,940	48,979	53,580	56,089	58,450	59,660	61,014
D	46,155	50,330	55,290	57,848	60,281	61,529	62,788
E	47,372	51,678	56,997	59,605	62,112	63,397	64,673
F	48,589	53,026	58,704	61,366	63,943	65,265	66,558
G	49,804	54,377	60,411	63,125	65,773	67,133	68,442
H	51,022	55,727	62,119	64,883	67,606	69,000	70,325
I	52,239	57,076	63,828	66,640	69,435	70,867	72,211
J	53,455	58,426	65,533	68,400	71,267	72,736	74,095
K	54,671	59,774	67,243	70,159	73,096	74,605	75,981
L	55,890	61,122	68,950	71,917	74,926	76,472	77,864
M	57,105	62,472	70,656	73,677	76,759	78,341	79,750
N	58,323	63,823	72,366	75,436	78,589	80,209	81,633
O	59,540	65,171	74,073	77,195	80,423	82,077	83,517
P	60,756	66,520	75,779	78,954	82,251	83,945	85,402
Q	61,973	67,868	77,487	80,711	84,083	85,813	87,286
R	63,188	69,217	79,196	82,469	85,912	87,681	89,171
S	64,405	70,568	80,903	84,228	87,744	89,549	91,055
T	65,623	71,917	82,611	85,989	89,576	91,418	92,940
U	66,839	73,267	84,318	87,746	91,405	93,286	94,824
V	68,056	74,617	86,024	89,505	93,237	95,154	96,708
W	69,273	75,965	87,733	91,265	95,067	97,021	98,593
X-Career	72,924	80,013	92,856	96,540	100,561	102,628	104,246

**Schedule B
CO-CURRICULAR SALARIES
2017-19**

I. Interscholastic Activities - General

- A. Stipends will be calculated to the nearest whole dollar.
- B. The stipend is intended to cover the season established for the sport, exclusive of post-season tournament play. Additional pay for post-season play shall be on a pro rata basis, based on the number of days the season is extended in relation to the number of days in the regular season. The regular season begins with the starting date as defined by the M.S.H.S.L. and extends through the completion of the first round of team/individual competition.
- C. Stipends are developed on the premise that the length of seasons in ensuing school years are to remain the same as 2006-07. Should the length of season of any sport, at either the senior or junior high schools, be changed from 2006-07, the stipend will be adjusted up or down on a pro-rata basis.
- D. Longevity Factor: In addition to the stipends shown in the tables, coaches and activity leaders shall receive additional compensation levels according to the following table:

YEARS	STEP	COMPENSATION LEVEL
1-3	1	Base contract amount found in Schedule B of master agreement for 2017-2019.
4-6	2	Base plus \$114 for and 2017-18 and 2018-19.
7 or more	3	Base plus \$230 for and 2017-18 and 2018-19.

This longevity factor shall be applied based on the number of years coaching or serving as activity advisor in a specific sport or activity. Only one year of experience per activity can be accrued in a given school year.

II. Interscholastic Activities - Sports and Related Activities

- A. The head coach's stipend for each sport at the high school will be computed as a percentage of the base stipend according to the relationship of sports as provided in Section D. The stipends for the various coaches within a specific sport or activity are listed below.
- | | |
|------------------|---------------------------------|
| Head Coach | Percentage found in table below |
| 9-12 Asst. Coach | 72% of head coach salary |
| 7-8 Head Coach | 60% of high school head coach |
| 7-8 Asst. Coach | 45% of high school head coach |
- B. The basic stipend for 2017-18 is \$6,620 and 2018-19 is \$6,785.
- C. The positions of student activities coordinator at the 9-12 level and at the 6-8 level shall be paid an annual stipend equivalent to the base stipend.

Schedule B – CO-CURRICULAR SALARIES

2017-18 Stipend

SPORT	%	HEAD COACH	9-12 ASST.	7-8 HEAD	7-8 ASST.
Basketball	100	6,620	4,766	3,981	2,980
Football	100	6,620	4,766	3,981	2,980
Hockey	100	6,620	4,766	3,981	2,980
Alpine/Nordic Skiing (Boys & Girls Combined)	93	6,157	4,432	3,703	2,772
Track	85	5,627	4,051	3,377	2,532
Volleyball	85	5,627	4,051	3,377	2,532
Soccer	85	5,627	4,051	3,377	2,532
Baseball	85	5,627	4,051	3,377	2,532
Softball	85	5,627	4,051	3,377	2,532
Gymnastics	85	5,627	4,051	3,377	2,532
Swimming	85	5,627	4,051	3,377	2,532
Wrestling	85	5,627	4,051	3,377	2,532
Tennis	72	4,766	3,432	2,860	2,145
Golf	72	4,766	3,432	2,860	2,145
Alpine Skiing	72	4,766	3,432	2,860	2,145
Nordic Skiing	72	4,766	3,432	2,860	2,145
CC Running	72	4,766	3,432	2,860	2,145
Cheerleading	72	4,766	3,432	2,860	2,145
Dance	72	4,766	3,432	2,860	2,145
Lacrosse	72	4,766	3,432	2,860	2,145

2018-2019 Stipend

SPORT	%	HEAD COACH	9-12 ASST.	7-8 HEAD	7-8 ASST.
Basketball	100	6,785	4,885	4,081	3,055
Football	100	6,785	4,885	4,081	3,055
Hockey	100	6,785	4,885	4,081	3,055
Alpine/Nordic Skiing (Boys & Girls Combined)	93	6,311	4,543	3,796	2,841
Track	85	5,768	4,153	3,461	2,595
Volleyball	85	5,768	4,153	3,461	2,595
Soccer	85	5,768	4,153	3,461	2,595
Baseball	85	5,768	4,153	3,461	2,595
Softball	85	5,768	4,153	3,461	2,595
Gymnastics	85	5,768	4,153	3,461	2,595
Swimming	85	5,768	4,153	3,461	2,595
Wrestling	85	5,768	4,153	3,461	2,595
Tennis	72	4,885	3,518	2,932	2,199
Golf	72	4,885	3,518	2,932	2,199
Alpine Skiing	72	4,885	3,518	2,932	2,199
Nordic Skiing	72	4,885	3,518	2,932	2,199
CC Running	72	4,885	3,518	2,932	2,199
Cheerleading	72	4,885	3,518	2,932	2,199
Dance	72	4,885	3,518	2,932	2,199
Lacrosse	72	4,885	3,518	2,932	2,199

Schedule C – Effective for the 2017-19 School Year
OTHER CO-CURRICULAR SALARIES

- A. The stipend for each activity at the high school; (Grades 9-12) will be computed as a percentage of the base stipend according to the relationship of activities as provided in Table D below.
- B. The stipend for activities at Grade 6-8 will be 60% of the stipend for the comparable activity at the high school (Grade 9-12).
- C. The base stipend for 2017-18 is \$5,545 and 2018-19 is \$5,684.
- D. Relationship of Activities and Stipend Amounts.

Schedule C - Part 1									
CATEGORY	ACTIVITY	LEVEL	17-18	LEVEL	17-18	LEVEL	18-19	LEVEL	18-19
1 (100%)		9-12	\$ 5,545	6-8	\$ 3,327	9-12	\$ 5,684	6-8	\$ 3,410
	Drama – Musical Director		\$ 5,545		\$ 3,327		\$ 5,684		\$ 3,410
	Student Government		\$ 5,545		\$ 3,327		\$ 5,684		\$ 3,410
2 (85%)		9-12	\$ 4,713	6-8	\$ 2,828	9-12	\$ 4,831	6-8	\$ 2,899
	DECA Advisor		\$ 4,713		\$ 2,828		\$ 4,831		\$ 2,899
	Newspaper Advisor		\$ 4,713		\$ 2,828		\$ 4,831		\$ 2,899
	Robotics Advisor		\$ 4,713		\$ 2,828		\$ 4,831		\$ 2,899
3 (70 %)		9-12	\$ 3,882	6-8	\$ 2,329	9-12	\$ 3,979	6-8	\$ 2,387
	Choral – Chamber Singers Director		\$ 3,882		\$ 2,329		\$ 3,979		\$ 2,387
	Costume Design		\$ 3,882		\$ 2,329		\$ 3,979		\$ 2,387
	Drama – Play Director		\$ 3,882		\$ 2,329		\$ 3,979		\$ 2,387
	Marching Band Director		\$ 3,882		\$ 2,329		\$ 3,979		\$ 2,387
	Jazz Band Director		\$ 3,882		\$ 2,329		\$ 3,979		\$ 2,387
	Light and Sound Design		\$ 3,882		\$ 2,329		\$ 3,979		\$ 2,387
	Musical – Pit Director		\$ 3,882		\$ 2,329		\$ 3,979		\$ 2,387
	Musical – Vocal Director		\$ 3,882		\$ 2,329		\$ 3,979		\$ 2,387
	National Honor Society Advisor		\$ 3,882		\$ 2,329		\$ 3,979		\$ 2,387
	Set Design Builder		\$ 3,882		\$ 2,329		\$ 3,979		\$ 2,387
	Supermileage Advisor		\$ 3,882		\$ 2,329		\$ 3,979		\$ 2,387
	Yearbook Advisor		\$ 3,882		\$ 2,329		\$ 3,979		\$ 2,387
4 (50%)		9-12	\$ 2,773	6-8	\$ 1,664	9-12	\$ 2,842	6-8	\$ 1,705
	Assistant Play Director		\$ 2,773		\$ 1,664		\$ 2,842		\$ 1,705
	Debate Advisor		\$ 2,773		\$ 1,664		\$ 2,842		\$ 1,705
	Donna Voce Singers Director		\$ 2,773		\$ 1,664		\$ 2,842		\$ 1,705
	Field Biology Club Advisor		\$ 2,773		\$ 1,664		\$ 2,842		\$ 1,705
	Knowledge Bowl Advisor		\$ 2,773		\$ 1,664		\$ 2,842		\$ 1,705
	Math Team Advisor		\$ 2,773		\$ 1,664		\$ 2,842		\$ 1,705
	Science Fair – Olympiad Advisor		\$ 2,773		\$ 1,664		\$ 2,842		\$ 1,705
	Student Government Asst. Advisor		\$ 2,773		\$ 1,664		\$ 2,842		\$ 1,705
	Speech Advisor		\$ 2,773		\$ 1,664		\$ 2,842		\$ 1,705
	Quiz Bowl		\$ 2,773		\$ 1,664		\$ 2,842		\$ 1,705
	Winter Pep Band Director		\$ 2,773		\$ 1,664		\$ 2,842		\$ 1,705
	Woman of Color Advisor		\$ 2,773		\$ 1,664		\$ 2,842		\$ 1,705

Schedule C – Effective for the 2017-19_School Year
OTHER CO-CURRICULAR SALARIES

Schedule C - Part 2									
CATEGORY	ACTIVITY	LEVEL	17-18	LEVEL	17-18	LEVEL	18-19	LEVEL	18-19
Base		9-12	\$ 5,545	6-8	\$ 3,327	9-12	\$ 5,684	6-8	\$ 3,410
5 (40%)		9-12	\$ 2,218	6-8	\$ 1,331	9-12	\$ 2,274	6-8	\$ 1,364
	Architectural Challenge Advisor		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	AV Communications		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Choral-9th Chamber Singers Director		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Choreographer		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Color Guard Director		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Costume Designer One Act		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Debate – Assistant Advisor		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	DECA AdvisorAssistant		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Destination Imagination Advisor		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Drama – One Acts Advisor		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Drum Line Director		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Engineering Challenge Advisor		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Jazz Two Director		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Light/Sound Designer		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Literary Magazine Advisor		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Middle Level Seletct Choir		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Mock Trial Advisor		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Model UN		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Performance Dance Coach		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Production Assistant		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Quiz Bowl – Assistant Advisor		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Robotics Advisor Assistant		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Science Fair – District Coord.		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Science Fair – MHS Advisor		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Set Designer/Builder		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Speech Assistant Advisor		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Spelling Bee – District Coord.		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Stage Manager		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
	Video Production		\$ 2,218		\$ 1,331		\$ 2,274		\$ 1,364
6 (20%)		9-12	\$ 1,109	6-8	\$ 665	9-12	\$ 1,137	6-8	\$ 682
	Earth Club		\$ 1,109		\$ 665		\$ 1,137		\$ 682
	Math Team Assistant		\$ 1,109		\$ 665		\$ 1,137		\$ 682
	Sciece Fair -Olympiad Assistant		\$ 1,109		\$ 665		\$ 1,137		\$ 682
7 (\$500)	Non-Fee Based Clubs								
	Interact								
	Legacy Advisor								
	Spanish Club								
	OFFENSE								
	**Start-Up Clubs \$250 **								

Schedule D
Effective for the 2017-2019 School Year
DEPARTMENT CHAIR STIPENDS

GROUP I – Eligible for 100% of Base Stipend \$4,169 in 2017-2018 and \$4,273 in 2018-2019

Health K-5	Media/Technology K-12
High Potential K-5	Science K-5
Language Arts 9-12	Science 9-12
Language Immersion K-8	Social Studies K-5
Math K-5	Social Studies 9-12
Math 9-12	

*These Teachers will work 5 extended days beyond their regular duty days as part of the stipend.

GROUP II – Eligible for 85% of Base Stipend \$3,543 in 2017-2018 and \$3,632 in 2018-2019

ELL 9-12
Language Arts 6-8
Math 6-8
Science 6-8
Social Studies 6-8
Special Ed K-5
Special Ed 6-8
World Language 6-12

*Teachers will work 5 extended days beyond their regular duty days as part of the stipend.

GROUP III – Eligible for 75% of Base Stipend \$3,127 in 2017-2018 and \$3,205 in 2018-2019

Reading/Basic Skills 6-12	Language Arts MME or MMW
Art 6-8	Math MME or MMW
Art K-12	Music K-8
Business 9-12	Physical Education K-5
Early Childhood	Physical Education 6-12
ELL Elementary	Science MME or MMW
FACS 6-8	Social Studies MME or MMW
Guidance 6-8	Tech Ed 6-12
Guidance 6-12	Vantage
Instrumental Music K-12	Vocal Music 6-12
Language Arts	

*Teachers will work 5 extended days beyond their regular duty days as part of the stipend.

Schedule E
OTHER SALARIES

The 2017-2018 schedule shall be applicable to services rendered after ratification of the contract.

	<u>2017-18</u>	<u>2018-19</u>
CURRICULUM WORK (per hour)	\$28.45	\$29.17
SUMMER SCHOOL (per hour)		
Team Leader	\$35.82	\$36.72
Teacher	\$28.41	\$29.12
OTHER SUPPLEMENTAL PAY: (per hour)		
After School Chinese and Spanish	\$35.82	\$36.72
Home Bound Tutor	\$25.94	\$26.59
Intramural Director 9-12	\$26.72	\$27.39
Intramural Director 6-8	\$26.72	\$27.39
Lunchroom Duty	\$11.49	\$11.77
Saturday School	\$28.45	\$29.17
Staff Development Stipends	\$24.15	\$24.76
OTHER SUPPLEMENTAL PAY: (annual)		
International Studies	\$1,375	\$1,409
Innovation Coach	\$1,375	\$1,409
Chemical Hygiene Officer	\$1,478	\$1,515
MUSICAL CONCERTS: (per performance)	\$150	\$150
Pre-approved Musical Concerts which extend beyond the curricular and co-curricular program.		

Schedule F
EARLY CHILDHOOD FAMILY EDUCATION SALARY SCHEDULE
(Rates per hour)

Steps	<u>2017-2018</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2018-2019</u>
	BA+1 Licensures	BA+2 Licensures	BA+1 Licensures	BA+2 Licensures
1	\$23.73	\$25.72	\$24.33	\$26.37
2	\$26.62	\$27.67	\$27.28	\$28.37
3	\$28.66	\$29.40	\$29.38	\$30.13
4	\$30.61	\$31.75	\$31.38	\$32.54
5	\$32.55	\$33.74	\$33.36	\$34.58
6	\$35.27	\$36.57	\$36.15	\$37.49
Career 1 (8-10 yrs)	\$35.93	\$37.27	\$36.83	\$38.20
Career 2 (11-14 yrs)	\$36.63	\$37.97	\$37.54	\$38.92
Career 3 (More than 14 years)	\$37.31	\$38.69	\$38.25	\$39.66

Schedule G
LICENSED SCHOOL NURSES SALARY SCHEUDLE

2017-2018 School Year
(Rates per hour)

	1	2	3	4	5	6	7	Career 1 8-10 yrs.	Career 2 11-14 yrs.	Career 3 more than 14 yrs.
BA Nursing	\$29.56	\$30.62	\$31.98	\$33.02	\$34.05	\$36.46	\$37.85	\$39.29	\$40.02	\$40.77
MA Nursing	\$31.89	\$32.95	\$34.31	\$35.35	\$36.36	\$38.79	\$40.17	\$41.61	\$42.34	\$43.09

2018-2019 School Year
(Rates per hour)

	1	2	3	4	5	6	7	Career 1 8-10 yrs.	Career 2 11-14 yrs.	Career 3 more than 14 yrs.
BA Nursing	\$30.30	\$31.39	\$32.77	\$33.85	\$34.90	\$37.37	\$38.79	\$40.28	\$41.02	\$41.79
MA Nursing	\$32.69	\$33.77	\$35.16	\$36.24	\$37.27	\$39.76	\$41.17	\$42.65	\$43.40	\$44.17

MINNETONKA PUBLIC SCHOOLS

5621 County Road 101
Minnetonka, MN 55345

TEACHER CONTRACT

The School Board of Minnetonka School District No. 276 of the State of Minnesota, Minnetonka, Minnesota enters into this agreement, pursuant to M.S. 125.12 as amended, with **NAME**, a legally qualified and certificated teacher who agrees to teach in the public schools of said district commencing the 2015-16 school year.

The following provisions shall apply and are a part of this contract:

1. **Professional Services:** Said teacher shall perform the services prescribed by the school board or its designated representatives, and agrees to teach in the schools of said district, as assigned, in grades and subjects for which the teacher has the necessary certification, all for the annual salary indicated below. The teacher, in return for said employment, shall be governed by the laws of the State of Minnesota and by school board rules, regulations, directives and orders issued to them by properly designated officials of the school district.
2. **Duration:** This contract is subject to the provision of M.S. 122A.40 as amended and to all laws of the State of Minnesota relevant to qualifications, certification, employment, termination and discharge for cause of teachers. Thereafter this contract shall remain in full force and effect except if modified by mutual consent of the school board and the teacher or unless terminated as provided by law, or by written resignation as provided by state law.
3. **Minnetonka Teachers' Association-School District Agreement:** This contract is subject to the Public Employment Labor Relations Act of 1971, and shall be governed by the provisions of any contract which has been or may hereafter be entered into by and between the school district and the Minnetonka Teachers' Association as the exclusive representative.
4. **Holidays:** Holidays and duty days shall be in accordance with the school calendar which may include as duty days those legal holidays on which the Employer is authorized to conduct school.

Total Salary \$XXXXX.00 (Lane X Step X), exclusive of fringe benefits.
($\$XXXXX.00 \times 1.0 \text{ FTE} \times 184/184 \text{ duty days}$)

Said amount to be paid as authorized or in such installments during the term of the school year as may be determined by appropriate regulation.

IN WITNESS WHEREOF, We have subscribed our signatures, this ____ day of _____, 201__.

MINNETONKA SCHOOL DISTRICT NO. 276

Teacher

School Board Chairperson

Date

School Board Clerk

MINNETONKA PUBLIC SCHOOLS

5621 County Road 101
Minnetonka, MN 55345

SUBSTITUTE TEACHER CONTRACT (Absence of Regular Teacher for School Year or Longer)

The School Board of Minnetonka School District No. 276 of the State of Minnesota, Minnetonka, Minnesota, enters into this agreement with **NAME** a legally qualified and certified teacher, who agrees to teach in the public schools of said district as a substitute teacher in accordance with the provisions of this contract.

The following provisions shall apply and are part of this contract:

1. **Professional Services:** Said teacher shall perform the services prescribed by the School Board or its designated representatives, and agrees to teach in the schools of said district, as assigned, in grades and subjects for which the teacher has the necessary certification, all for the annual salary indicated below. The teacher, in return for said employment, shall be governed by the laws of the State of Minnesota and by school board rules, regulations, directives and orders issued to them by properly designated officials of the school district.
2. **Duration:** It is understood that said teacher is contracted to serve in a position as a substitute teacher pursuant to M.S. 122A.44, as amended, for a duration of time equal to or greater than one school year to replace a regular teacher on a leave of absence. The incumbent teacher has continuing contract rights to said position and the right to return to said position upon expiration of said leave of absence. The continuing contract law M.S. section 122A.40 does not apply to this agreement or substitute's employment with the District, and the substitute knowingly and voluntarily waves and relinquishes any rights that might exist to the contrary, except those rights provided under M.S. section 122A.44, subdivision 2(b). Therefore, said teacher by entering into this contract clearly intends to and hereby does waive any and all rights to a continuing contract under the provisions of M.S. 122A.44, and said teacher understands and agrees that this agreement will terminate without the necessity of any further action by the School Board on **End Date**. The substitute teacher herein agrees to serve as a substitute teacher pursuant to the terms of this Agreement from **Beginning Date, to End Date**, or until the return, resignation, or termination of the incumbent teacher, or for seven (7) consecutive quarters, whichever occurs first.

The incumbent teacher referred to herein is **(NAME)**

3. **Minnetonka Teachers' Association-School District Agreement:** This contract is subject to the Public Employment Labor Relations Act of 1971, and shall be governed by the provisions of any contract which has been or may hereafter be entered into by and between the School District and the Minnetonka Teachers' Association as the exclusive representative.
4. **Holidays:** Holidays and duty days shall be in accordance with the school calendar which may include as duty days those legal holidays on which the Employer is authorized to conduct school.
5. **Additional Services:** The School Board, or its designated representative, may assign said teacher to extracurricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1 of this agreement. Said extracurricular, co-curricular or other assignments may be described in paragraph 6 of this agreement or by letter of assignment, together with a recitation of compensation, if any, to be paid for said assignment during the term of this agreement. The School Board, or its designated representative, with the consent of the teacher may make any additions or amendments to these assignments during the term of the school year as shall be necessary. It is understood and agreed that there are no continuing contract rights in said extracurricular, co-curricular or other assignments and compensation and said teacher clearly intends to and hereby does waive any and all continuing contract rights created by M.S. 125.A.45 in said extracurricular, co-curricular or other assignments and compensation.
6. **Special Provisions:**

In consideration thereof, the School Board agrees to pay said teacher the following salary:

Total Salary \$XXXXX.00 (Lane X Step X), exclusive of fringe benefits.
(\$XXXXX.00 x 1.0 FTE x 184/184 duty days)

Said amount to be paid as authorized or in such installments as may be determined by appropriate regulation.

IN WITNESS WHEREOF, we have subscribed our signatures this ___ day of _____, 201__.

MINNETONKA INDEPENDENT SCHOOL DISTRICT NO. 276

Teacher

School Board Chairperson

Date

71 _____
School Board Clerk

MINNETONKA PUBLIC SCHOOLS

5621 County Road 101
Minnetonka, MN 55345

LONG-TERM SUBSTITUTE TEACHER CONTRACT (Absence of Regular Teacher for Less Than One School Year)

The School Board of Minnetonka School District No. 276 of the State of Minnesota, Minnetonka, Minnesota, enters into this agreement with **NAME** a legally qualified and certified teacher, who agrees to teach in the public schools of said district as a substitute teacher in accordance with the provisions of this contract.

The following provisions shall apply and are part of this contract:

1. **Professional Services:** Said teacher shall perform the services prescribed by the School Board or its designated representatives, and agrees to teach in the schools of said district, as assigned, in grades and subjects for which the teacher has the necessary certification, all for the salary indicated below. The teacher, in return for said employment, shall be governed by the laws of the State of Minnesota and by school board rules, regulations, directives and orders issued to them by properly designated officials of the school district.
2. **Duration:** It is understood that said teacher is contracted to serve in a position as a substitute teacher in a vacancy occurring as the result of the absence of the regular teacher and for a period of less than a full school year. The continuing contract law M.S. section 122A.40 does not apply to this agreement or substitute's employment with the District, and the substitute knowingly and voluntarily waves and relinquishes any rights that might exist to the contrary, except those rights provided under M.S. section 122A.44, subdivision 2(b). Therefore, said teacher by entering into this contract clearly intends to and hereby does waive any and all rights to a continuing contract under the provisions of M.S. 122A.44, and said teacher understands and agrees that this agreement will terminate without the necessity of any further action by the School Board on **DATE**. The substitute teacher herein agrees to serve as a substitute teacher pursuant to the terms of this Agreement from **DATE**.
3. **Minnetonka Teachers' Association-School District Agreement:** This contract is subject to the Public Employment Labor Relations Act of 1971, and shall be governed by the provisions of any contract which has been or may hereafter be entered into by and between the School District and the Minnetonka Teachers' Association as the exclusive representative.
4. **Holidays:** Holidays and duty days shall be in accordance with the school calendar which may include as duty days those legal holidays on which the Employer is authorized to conduct school.
5. **Additional Services:** The School Board, or its designated representative, may assign said teacher to extracurricular, co-curricular or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1 of this agreement. Said extracurricular, co-curricular or other assignments may be described in paragraph 6 of this agreement or by letter of assignment, together with a recitation of compensation, if any, to be paid for said assignment during the term of this agreement. The School Board, or its designated representative, with the consent of the teacher may make any additions or amendments to these assignments during the term of the school year as shall be necessary. It is understood and agreed that there are no continuing contract rights in said extracurricular, co-curricular or other assignments and compensation and said teacher clearly intends to and hereby does waive any and all continuing contract rights in said extracurricular, co-curricular or other assignments and compensation. In the event a duty day is lost due to school closing for any emergency, the substitute teacher agrees to perform duties on any make-up day identified by the School Board or Administration.

1. **Incumbent Teacher: LTS (NAME)**

In consideration thereof, the School Board agrees to pay said teacher the following salary:

Total Salary \$XX,XXX.XX (Lane X Step X), exclusive of fringe benefits.
(\$XX,XXX.00 x 1.0 FTE x XX/184 days)

Said amount to be paid as authorized or in such installments as may be determined by appropriate regulation.

IN WITNESS WHEREOF, the parties have voluntarily entered into this agreement on the dates shown. This agreement shall not become effective unless and until it is approved by the School Board of District #276 and signed by both parties. We have subscribed our signatures this ___ day of _____, 201__.

MINNETONKA INDEPENDENT SCHOOL DISTRICT NO. 276

Teacher

School Board Chairperson

Date

School Board Clerk

MINNETONKA PUBLIC SCHOOLS

5621 County Road 101
Minnetonka, MN 55345

TEMPORARY TEACHER CONTRACT (Open Position for Less Than One School Year)

The School Board of Minnetonka School District No. 276 of the State of Minnesota, Minnetonka, Minnesota, enters into this agreement with **NAME** a legally qualified and certified teacher, who agrees to teach in the public schools of said district as a temporary teacher in accordance with the provisions of this contract.

The following provisions shall apply and are part of this contract:

1. **Professional Services:** Said teacher shall perform the services prescribed by the School Board or its designated representative, and agrees to teach in the schools of said district, as assigned, in grades and subjects for which the teacher has the necessary certification, all for the salary indicated below. The teacher, in return for said employment, shall be governed by the laws of the State of Minnesota and the school board rules, regulations, directives and orders issued to them by properly designated officials of the School District.
3. **Duration:** It is understood that said teacher is contracted to serve in a position as a teacher in a vacancy occurring after the start of a school year. Said teacher knowingly and voluntarily waives the right under M. S. 122A.40 for this contract to continue in effect. Said teacher understands and agrees that this agreement will automatically terminate without the necessity of any further action by the School Board on **End Date**. The temporary teacher herein agrees to serve as a temporary teacher pursuant to the terms of this Agreement from **Beginning Date to End Date**.
3. **Minnetonka Teachers' Association-School District Agreement:** This contract is subject to the Public Employment Labor Relations Act of 1971, and shall be governed by the provisions of any contract which has been or may hereafter be entered into by and between the School District and the Minnetonka Teachers' Association as the exclusive representative.
4. **Holidays:** Holidays and duty days shall be in accordance with the school calendar which may include as duty days those legal holidays on which the Employer is authorized to conduct school.
5. **Additional Services:** The School Board, or its designated representative, may assign said teacher to extracurricular, co-curricular or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1 of this agreement. Said extracurricular, co-curricular or other assignments may be described in paragraph 6 of this agreement or by letter of assignment, together with a recitation of compensation, if any, to be paid for said assignment during the term of this agreement. The School Board, or its designated representative, with the consent of the teacher may make any additions or amendments to these assignments during the term of the school year as shall be necessary. It is understood and agreed that there are no continuing contract rights in said extracurricular, co-curricular or other assignments and compensation and said teacher clearly intends to and hereby does waive any and all continuing contract rights in said extracurricular, co-curricular or other assignments and compensation. In the event a duty day is lost due to school closing for any emergency, the temporary teacher agrees to perform duties on any make-up day identified by the School Board or Administration.

In consideration thereof, the School Board agrees to pay said teacher the following salary:

Total Salary \$ _____ (Lane __ Step __), exclusive of fringe benefits.
(\$ _____ x _____ FTE x _____/184 days)

Said amount to be paid as authorized or in such installments as may be determined by appropriate regulation.

**Salary is based on the 2016-17 teacher salary schedule. Should the salary schedule change for the 2017-18 school year, the amount will be adjusted.*

IN WITNESS WHEREOF, the parties have voluntarily entered into this agreement on the dates shown. This agreement shall not become effective unless and until it is approved by the School Board of District #276 and signed by both parties. We have subscribed our signatures this _____ day of _____, 2018.

MINNETONKA INDEPENDENT SCHOOL DISTRICT NO. 276

Teacher

School Board Chairperson

Date

School Board Clerk

MINNETONKA PUBLIC SCHOOLS		2017-18 CALENDAR - SCHOOL BOARD APPROVED	
→ August, 2017 →			February, 2018
1-2-3-4			1-2
7-8-9-10-11	August	February	5-6-7-8-9
14-15-16-17-18		16 Two-Hour Early Release K-12, Professional Learning	12-13-14-15-16
21-22-23-24-25	14-25 New Teacher Workshops (Tentative)	19 No School K-12/District Office Closed; President's Day	19-20-21-22-23
28-29-30-31	29-31 Teacher Workshop & Planning (K-12)		26-27-28
Tea-3			Stud-19-Tea-19
September, 2017	September	March	March, 2018
1		1 P/T Conferences 4pm-8pm	1-2
4-5-6-7-8	4 No School K-12, District Office Closed, Labor Day	2 No School K-12; P/T Conferences 8am-4pm	5-6-7-8-9
11-12-13-14-15	5 School Begins Grades 1-12, Begin 1 st Quarter	*4 additional hours of P/T Conferences to be scheduled by site the week of Feb. 26 or March 5	12-13-14-15-16
18-19-20-21-22	5-6 Kindergarten Assessments	23 End 3 rd Quarter, 42 days	19-20-21-22-23
25-26-27-28-29	7 School Begins, Kindergarten	26-30 No School K-12, Spring Break	26-27-28-29-30
K-17-1-12-19 Tea-19	29 Two-Hour Early Release K-12, Professional Learning	30 No School K-12/District Office Closed	Stud-16-Tea-18
October, 2017	October		April, 2018
2-3-4-5-6	12 P/T Conferences 4-8pm		2-3-4-5-6
9-10-11-12-13	13 No School K-12; P/T Conferences 8am-4pm	April	9-10-11-12-13
16-17-18-19-20	*4 additional hours of P/T Conferences to be scheduled by site the weeks of Oct. 9 and/or Oct. 16	2 No School K-12; Planning and Grading/PLC	16-17-18-19-20
23-24-25-26-27	19-20 No School K-12, Teacher Statewide Meetings	3 Begin 4 th Quarter	23-24-25-26-27
30-31		30 Two-Hour Late Start K-12; Professional Learning	30
19-Stud-21-Tea			Stud-20-Tea-21
November, 2017	November	May	May, 2018
1-2-3	2 Two-Hour Late Start K-12; Professional Learning	28 No School K-12, District Office Closed	1-2-3-4
6-7-8-9-10	9 End of 1 st Quarter; 45 days	Memorial Day	7-8-9-10-11
13-14-15-16-17	10 No School K-12; Planning and Grading/PLC		14-15-16-17-18
20-21-22-23-24	13 Begin 2 nd Quarter		21-22-23-24-25
27-28-29-30	23-24 No School K-12/District Office Closed		28-29-30-31
19-Stud-Tea-20	Thanksgiving Break	June	Stud-22-Tea-22
December, 2017	December		June, 2018
1		7 Last day of school K-12	1
4-5-6-7-8	22-29 No School K-12, Winter Break	7 End 4 th Qtr. 47 days, End 2 nd Semester 89 days	4-5-6-7-8
11-12-13-14-15	25-26 District Office Closed	8 Full day teacher workshop	11-12-13-14-15
18-19-20-21-22		Quarters Semester	18-19-20-21-22
25-26-27-28-29		1-45 1-84	25-26-27-28-29
Stud-15-Tea-15		2-39 2-89	Stud-5-Tea-6
January, 2018	January		July, 2018
1-2-3-4-5	1 District Office Closed, New Year's Day	3-42 173	1-2-3-4-5-6
8-9-10-11-12	1-2 No School K-12, Winter Break	4-47 173	8-9-10-11-12-13
15-16-17-18-19	15 No School K-12/District Office Closed; MLK, Jr. Day		16-17-18-19-20
22-23-24-25-26	19 End of 2 nd Qtr., 39 days, End 1 st Semester 84 days	Student Days: 173 (1-12) 171 (K)	23-24-25-26-27
29-30-31	22 No School K-12; Planning and Grading/PLC	Staff Days: 184	30-31
Stud-19-Tea-20	23 Begin 3 rd Quarter, Begin 2 nd Semester		

Color code: New Teacher Workshop; Staff Work Days (no students); Parent/Teacher Conferences; Late Starts; End of Quarters

August, 2018					MINNETONKA PUBLIC SCHOOLS 2018-19 CALENDAR – RECOMMENDED					February, 2019				
1 2 3					August					February				
6 7 8 9 10					13-24 New Teacher Workshops (Tentative)					15 Two-Hour Early Release K-12, Teacher Staff Dev				
13 14 15 16 17					28-30 Teacher Workshop & Planning (K-12)					18 No School K-12/District Office Closed; President's Day				
20 21 22 23 24														
27 28 29 30 31														
Tea 3														
September, 2018					September					March				
3 4 5 6 7					3 No School K-12/District Office Closed, Labor Day					7 P/T Conferences 4pm-8pm				
10 11 12 13 14					4 School Begins 1-12, Begin 1 st Quarter					8 No School K-12; P/T Conferences 8am-4pm				
17 18 19 20 21					4-5 Kindergarten Assessments					*4 additional hours of P/T Conferences to be scheduled by site the week of March 4 or March 11				
24 25 26 27 28					6 School Begins, Kindergarten					22 End 3rd Quarter, 41 days				
K-17 1-12:19 Tea 19					28 Two-Hour Early Release K-12; Teacher Staff Dev					25-29 No School K-12, Spring Break				
October, 2018					October					April				
1 2 3 4 5					11 P/T Conferences 4-8pm					1 No School K-12, Planning and Grading/PLC				
8 9 10 11 12					12 No School K-12; P/T Conferences 8am-4pm					2 Begin 4 th Quarter				
15 16 17 18 19					*4 additional hours of P/T Conferences to be Scheduled by site the weeks of Oct. 8 and/or Oct. 15					19 District Office Closed-No School K-12				
22 23 24 25 26					18-19 No School K-12, Teacher Statewide Meetings					22 Two-Hour Late Start K-12; Teacher Staff Development				
29 30 31														
20 Stud 22 Tea														
November, 2018					November					May				
1 2					1 Two-Hour Late Start K-12; Teacher Staff Development					27 No School K-12/District Office Closed				
5 6 7 8 9					8 End of 1 st Quarter; 45 days					Memorial Day				
12 13 14 15 16					9 No School K-12; Planning and Grading/PLC									
19 20 21 22 23					12 Begin 2 nd Quarter									
26 27 28 29 30					22-23 No School K-12/District Office Closed									
19 Stud Tea 20					Thanksgiving Break									
December, 2018					December					June				
3 4 5 6 7					24-31 No School K-12, Winter Break					6 Last day of school K-12				
10 11 12 13 14					24-25 District Office Closed					6 End 4 th Qtr. 46 days, End 2 nd Semester 87 days				
17 18 19 20 21										7 Full day teacher workshop				
24 25 26 27 28										Quarters Semester				
31										1. 45 1. 86				
Stud 15 Tea 15					January					2. 41 2. 87				
January, 2019					1 District Office Closed, New Year's Day					3. 41 173				
1 2 3 4					1 No School K-12, Winter Break					4. 46				
7 8 9 10 11					18 End of 2 nd Qtr., 41 days, End 1 st Semester 86 days					173				
14 15 16 17 18					21 No School K-12/District Office Closed; MLK, Jr. Day					Student Days: 173 (1-12) 171 (K)				
22 23 24 25					22 No School K-12; Planning and Grading/PLC					Staff Days: 184				
28 29 30 31					23 Begin 3 rd Quarter, Begin 2 nd Semester									
Stud 20 Tea 21														
										March, 2019				
										1				
										4 5 6 7 8				
										11 12 13 14 15				
										18 19 20 21 22				
										25 26 27 28				
										Stud 19 Tea 19				
										April, 2019				
										1 2 3 4 5				
										8 9 10 11 12				
										15 16 17 18 19				
										22 23 24 25 26				
										29 30				
										20 Stud 21 Tea				
										May, 2019				
										1 2 3				
										6 7 8 9 10				
										13 14 15 16 17				
										20 21 22 23 24				
										27 28 29 30 31				
										Stud 22 Tea 22				
										June, 2019				
										3 4 5 6 7				
										10 11 12 13 14				
										17 18 19 20 21				
										24 25 26 27 28				
										4 Stud 5 Tea				
										July, 2019				
										1 2 3 4 5				
										8 9 10 11 12				
										15 16 17 18 19				
										22 23 24 25 26				
										29 30 31				

Color code: **New Teacher Workshop**; **Staff Work Days (no students)**; **Parent/Teacher Conferences**; **Late Starts/Early Releases**; **End of Quarters**

MEMORANDUM OF UNDERSTANDING

The parties agree that all MOU's expire on June 30, 2019.

MEMORANDUM OF UNDERSTANDING

Staff and Student Safety

2017-19

Subdivision 1. Teachers shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being or that of students.

Subdivision 2. Pursuant to [M.S. 121A.64](#), all teachers will receive written notice from the administration prior to placement of a student with a history of violent behavior in their classroom.

Subdivision 3. In the case of a physical assault on a teacher, the District may approve any request for up to three days of paid leave, not to be deducted from Basic Leave. After such an assault, a teacher may request, and the District will consider, whether or not additional staff should be assigned to the classroom to assure staff and student safety.

Subdivision 4. The District shall reimburse teachers for any personal property damaged by a student while a teacher is performing teaching duties.

Subdivision 5. Teachers will be supervised by a licensed school nurse on all medical procedures to be performed on students and on proper administration of medication that is provided in the classroom setting. Teachers will receive annual training on these procedures. The school nurse will perform these procedures until teachers are comfortable doing so and the school nurse feels comfortable delegating responsibility for the procedures or administration of medication.

Subdivision 6. Teachers shall not be subjected to harassment, inappropriate behavior, or intimidation by a parent or any other person in the performance of the teacher's duties. Teachers shall report such prohibited behavior to their supervisor.

MEMORANDUM OF UNDERSTANDING

TOSA Positions **2017-19**

The job position and description will include the term "TOSA" or "Teacher on Special Assignment":

1. The duration of the position will be for up to three (3) years, with the right to extend for one additional year;
2. A teacher may not serve in two different consecutive TOSA positions.
3. A teacher shall continue to accrue seniority in his or her licensed position for the duration of the TOSA position, not to exceed four years, except as set out in #4.
4. On occasion the District will identify TOSA position or positions before they are posted which may last longer than four years. The District will notify the MTA of such position or positions and will allow MTA input as to the length of time of such position.

MEMORANDUM OF UNDERSTANDING

K-12 Parent Teacher Conference Preparation Time **2017-19**

In an effort to support the needs of teachers in preparing for parent teacher conferences the following adjustment will be made to the parent teacher conference schedule for 2017-18 and 2018-19.

1. There will be two (2) hours of preparation time allotted at each level for teachers to use in preparing for parent teacher conferences.
2. The two (2) hours will be deducted from the fifteen (15) hours allotted each semester for conference time.
3. Each level will determine, by working with the District Administration, how parent teacher conferences will be handled during the remaining thirteen (13) hours. These hours will include face-to-face conferences and 3-4 hours of flexible conference time.

MEMORANDUM OF UNDERSTANDING

"0" Hour/MAST Agreement **2017-19**

1. Each MHS Department will have two scheduled "0" hours/week for the purpose of meeting with students to support academic needs. This schedule will be developed by the building administration with feedback from the staff before the start of the school year. The schedule will be designed to ensure equal distribution of academic support among the high demand academic areas. All teachers within the scheduled departments will be available on those days to support students.
2. MAST will occur on Wednesday mornings for 40 minutes, currently scheduled from 7:55-8:35. This is a targeted service program for students who have been identified as needing additional support. A form for inviting and tracking students will be created. For teachers who have no identified students those teachers should use it as drop in time, review time

3. or other identified student support activities. All teachers will be available in their classrooms during this time to support the needs of students.
4. Wednesdays during “0” hour are designed for staff meetings, PLC meetings and/or other staff and team meetings as needed.
5. On the two “0” hour days/week which are teacher directed the staff will use these days to meet the needs of MAST prep work, team meetings, classroom preparation or other needs as determined by individual teachers.

MEMORANDUM OF UNDERSTANDING

Online Teaching

2017-19 (Effective, Semester 2, 2017-18)

The following guidelines will be used for 2017-19 school years in the implementation of Tonka On-Line.

Teachers may be provided release time for course development. Where release time is not provided, teachers will be paid for course development at a consistent rate depending on the nature of the course development. All course development must be submitted through proper procedures for approval prior to any expenses being incurred. To be eligible for payment, the developed course must meet the quality standards of the District.

Compensation:

Teachers who agree to teach in the on-line platform and who meet the District standard for online instruction will be compensated based on the following scale:

1. For Tonka Online courses taught during the normal school year (18 or more students) a teacher will be compensated based on the course being part of their normal teaching assignment or on an overload based on Article V, Section B, Subd. 5.
2. Tonka Online teachers will not be required to be on campus during the portion of their workday that is dedicated to teaching online sections.
3. For Tonka Online courses that are undersubscribed (less than 18 students) the teacher will have the option of teaching the semester course for \$225/student. This course will not be considered part of a regular teaching assignment. The student count will not exceed 17 unless mutually agreed upon between the teacher and the administrator.
4. If there are no qualified teachers willing to teach the Tonka Online Course, the District can elect to cancel the course or secure qualified instructors through the traditional open posting process.
5. Summer Tonka Online teachers will be compensated based on the per student rate of \$225/student.
6. Due to the unique nature of online Physical Education, PE courses are offered at a lower cost to families and therefore will be compensated at a lower rate of pay at \$135/student.

Minnetonka Public Schools
Agreement To Teach an Online Course to be paid on a per/student basis.
(all summer classes are paid /student)

This agreement constitutes the conditions under which _____ agrees to teach an online course and the compensation will be paid based on the criteria described below. Once the enrollment in this course reaches eighteen (18) students (during the school year) the payment will be based on the teacher's individual rate of pay as defined by the salary schedule in the Master Agreement.

1. I agree to teach the online course titled _____.
2. The period of time for this course will be _____.
3. The rate of pay will be \$225/student for all courses other than physical education which will be paid at a rate of \$135/student.
4. Your initial student count will be based on the number of students who have enrolled and paid their fee prior to the first day of the course.
5. Your student count will be adjusted halfway through the course for any students who have joined during the first half.
6. Your student count at the beginning of the course can range anywhere between 1 and 17. The initial student count at the start of the course will not be reduced. The total student count will not exceed 17 unless mutually agreed upon between the teacher and administrator.

Online Administrator _____ **Date** _____

Teacher _____ **Date** _____

MEMORANDUM OF UNDERSTANDING

Middle School Immersion Schedule

Those teachers who deliver instruction during an Immersion block will be assured prep time to account for the Immersion block based on Article V Subdivision 2(d). Prep time may be granted either through time or financial compensation based on the individual teacher's hourly rate.

MEMORANDUM OF UNDERSTANDING

Late Start/Early Release Days

For the 2017-18 and 2018-19 school year the District agrees to have two additional late start or early release days (total of 4) on the calendar for the purpose of providing more time for teachers to meet individual needs through various options which may include things such as staff development and/or teacher collaboration.

This time will come in the form of two-hour blocks and the design of this time will be constructed through a collaborative effort involving teachers selected by the MTA and the Administration. There will be equal representation when designing the structure for these days. Some possible uses of this time may include things such as content area meetings, technology training, grade

level meetings, interdisciplinary meetings, or other activities that are beneficial to meeting the needs of students and supporting the professional development of teachers.

MEMORANDUM OF UNDERSTANDING

Revision of Schedule D

The Minnetonka Teachers Association and the Minnetonka School District will examine the current schedule D and determine how schedule D should be structured. The committee will work to re-write the job responsibilities and also rebuild the compensation structure to fit the new job description/s. The parties have agreed to the following plan:

Timeline: The committee will complete its work in time to make a recommendation for consideration during the 2019-21 contract negotiations.

Committee Structure: The committee will be made up of equal representation from the Minnetonka Teachers Association and the District.

Compensation: The MTA members who participate will receive a stipend of \$29.76/hour for work completed outside of the normal work-day. The maximum number of hours to be compensated is 20.

MEMORANDUM OF UNDERSTANDING

Early Retirement Incentive

2017-18

The District will provide a contribution toward the purchase of health insurance from the Minnetonka Public Schools of up to \$600 monthly until the qualifying individual reaches age 65 or Medicare Eligibility. The \$600 will be in addition to the CTT Plans as described in Article IX, Sections C and D. The total contribution by the District will not exceed the cost of the plan chosen by the retiree. Payment eligibility is based on the following qualifications:

1. Must be Age 58 or older at the date of retirement.
2. Must have worked a minimum of 23 years in the Minnetonka School District at the time of retirement
3. Must notify the District by the end of the day on Monday, April 16 , 2018 with an effective retirement date at the conclusion of the 2017-18 school year or conclusion of the 2018-19 school year to qualify for the contribution beginning September 1, 2018; or September 1, 2019 depending on the year in which the individual chooses to retire.
4. The MTA and District agree to analyze the cost savings associated with the early retirement incentive.

2019-2020 ENRICHMENT/CLUB ACTIVITIES ADVISORS

Fee	Program	Director/Advisor		Location	Phone #			E-Mail- Advisor
	Academic Anchors (Peer Tutors)	Joe Cossette Allison Lundquist	MHS		952-	401 -		Joe.Cossette@minnetonkaschools.org Allison.Lundquist@minnetonkaschools.org
	American Sign Language (ASL) Club	Leah Bender	MHS	World Language Dept.	952-	401 -	5855	leah.bender@minnetonkaschools.org
	Ambassadors (prelude to 1st mates JR's) also includes OFFENSE/FES (Foreign Exchange and New Student Club)	Amy Livorsi	MHS	Student Life Coordinator	952-	401 -	5846	Amy.Livorsi@minnetonkaschools.org
		Christina Taylor Theresa Exenberger	MHS	Guidance Dept.	952-	401 -	5823	Christina.Taylor@minnetonkaschools.org Theresa.Exenberger@minnetonkaschools.org
	Anime Club (Otakus)	David Adams	MHS	English Dept.	952-	401 -	5789	David.Adams@minnetonkaschools.org Cameron Bowdish (005150@mtka.org)
	American Red Cross	Patrick Reitemeier	MHS	Social Studies Dept	952	283	8616	Patrick.Reitemeier@minnetonkaschools.org Shannon O Meara <996178@mtka.org> Maya Weber <004389@mtka.org>
	Art Club	Jonothan Maki	MHS	Art Dept.	651-	270 -	4179	JONATHAN.MAKI@minnetonkaschools.org
	Astronomy Club	Russ Durkee Tom Zaruba	MHS	Science Dept.	952-	401 -	5837	russ.durkee@minnetonkaschools.org Tom.Zaruba@minnetonkaschools.org
	Back Pack Tutoring - Advisors	Bob & Diana Davis - volunteer			952-	250 -	7772	Dianadavis567@gmail.com
	Be The Change	Heidi Thomas Annika Van Nest	MHS	Social Studies Dept.	952-	401 -	5858	heidi.thomas@minnetonkaschools.org annikavannest@gmail.com sonnies17@live.com ksveny@comcast.net taylorkamps12@gmail.com
*	Bowling Club	David Olberg - parent/volunteer			952-	475 -	0466	corzapp46@gmail.com
*	Breezes - Newspaper Advisor	Carly Larsen	MHS	Language Arts Dept.	952-	401 -	5700	Carly.larsen@minnetonkaschools.org
*	Chamber Singers	Aaron Kohrs	MHS	Music Dept.	952-	401 -		Aaron.Kohrs@minnetonkaschools.org
*	Cheer (Sideline and Competition)	Andre` Brewer	MHS		218-	330 -	5229	andre@lincoln-lakehubert.com
*	Choral - Varsity Madrigals (9th Grade)	Mary Wiersum	MHS	Music Dmept.	952-	401 -	5700	mary.wiersum@minnetonkaschools.org
	Coffeehouse Club	Clinton Fenner Caitlin McWhirter	MHS	Science Dept.	952-	401 -	5737	clinton.fenner@minnetonkaschools.org Caitlin.McWhirter@minnetonkaschools.org
*	Debate	Raymond Zhang	MHS		952-	401 -		Ray zh < zhan1087@umn.edu >
*	DECA	Stephaine Lolich	MHS	Business Dept.	952-	401 -		Stephanie.Lolich@minnetonkaschools.org
*	Donna Voce Singers	Aaron Kohrs	MHS	Music Dept.	952-	401 -		Aaron.Kohrs@minnetonkaschools.org
*	Drama - Fall Musical Director	Trent Boyum	MHS	Arts Center on 7	952-	401 -	5748	trent.boyum@minnetonkaschools.org
*	Drama - Fall Musical Pit Director	Miles Mortensen	MHS	Music Dept.	952-	401 -	5718	miles.mortenson@minnetonkaschools.org
*	Drama - Fall Musical - Vocal	Kyle Picha	MHS	Music Dept.	952-	401 -	5809	kwpicha@gmail.com
*	Drama - One Act	Trent Boyum	MHS	Arts Center on 7	952-	401 -	5748	trent.boyum@minnetonkaschools.org
*	Drama - Spring Musical Director	Trent Boyum	MHS	Arts Center on 7	952-	401 -	5748	trent.boyum@minnetonkaschools.org
*	Drama - Spring Musical Pit Orchestra Director	Miles Mortensen	MHS	Music Dept.	952-	401 -	5718	miles.mortensen@minnetonkaschools.org
*	Drama - Spring Musical - Vocal	Kyle Picha	MHS	Music Dept.	952-401-5748			kwpicha@gmail.com
	Drama - Winter Play Director	Jim Cada	MHS	Arts Center on 7	952-	401 -	5937	jcada@mchsi.com
	Earth Club	J. Beowulf Boswell	MHS	Science Dept.	952-	401 -	5834	jason.boswell@minnetonkaschools.org
*	Engineering Tech Challenge	Mitch Burfeind	MHS	Tech. Ed. Dept.	952-	401 -	5768	mitch.burfeind@minnetonkaschools.org
	Explorers Club: MTKA Police Department	Heather Olson		Minnetonka Police Dept.	952-	939 -	8500	holson@eminnetonka.com
	Feminist Club	Cheryl Duncan	MHS	English Dept.	952-	401 -	5785	cheryl.duncan@minnetonkaschools.org
	F.C.A.	Matt Moran	MHS	Social Studies Dept.	952-	401 -	5854	matt.moran@minnetonkaschools.org
	Fencing Club	Tim O'Brien			651	775	9803	Tim O'Brien racquelob1@aol.com
	Field Biology Club	Alison Peterson	MHS	Science Dept. 81	952-	401 -	5839	Alison.Peterson@minnetonkaschools.org
	French Club	Beth Ann Alto	MHS	French/World	952-	401	5864	bethann.alto@minnetonkaschools.org

				Language Dept.		-		
	Global Cultures Club	Chet Masteller	MHS					CHET.MASTELLER@minnetonkaschools.org
	G.S.A.	Joseph Cossette	MHS	Science Dept.	952-	401 -	5835	joseph.cossette@minnetonkaschools.org
	German Club	Angela Fairbrother	MHS	German/World Language Dept.	952-	401 -	5862	angela.fairbrother@minnetonkaschools.org
	Improv Club	Jani Pankoff Anne Schulenberg	MHS					Jani.Pankoff@minnetonkaschools.org Anne.Schulenberg@minnetonkaschools.org
	Interact	Curtis Geldert	MHS	English	952-	401 -		Curtis.Geldert@minnetonkaschools.org
*	Jazz Too	Paul Rosen	MHS	Music Dept.	952-	401 -	5717	Paul.Rosen@minnetonkaschools.org
*	Jazz Ensemble	Miles Mortensen	MHS	Music Dept.	952-	401 -	5718	miles.mortensen@minnetonkaschools.org
	Jewish Student Union	Heidi Thomas	MHS	Social Studies	952-	401 -		HEIDI.THOMAS@minnetonkaschools.org
*	Knowledge Bowl	Mary Beth Wiig	MHS	Guidance Dept.	952-	401 -	5821	mary.wiig@minnetonkaschools.org
	Legacy Project-(Class of 2023)	Steve Tuthill	MHS	Math Dept.	952-	401 -	5759	steven.tuthill@minnetonkaschools.org
	Legacy Project-(Class of 2023)	Elizabeth Eichler	MHS	Math Dept.	952-	401 -	5738	Elizabeth.Eichler@minnetonkaschools.org
	Legacy Project-(Class of 2022)	Allyson Hornseth	MHS	Health	952-	401 -		Allyson.Hornseth@minnetonkaschools.org
	Legacy Project-(Class of 2022)	Margaret Dow	MHS	Health	952-	401 -		Margaret.Dow@minnetonkaschools.org
	Legacy Project-(Class Of 2021)	Jenica Dummer	MHS	Science Dept.	952-	401 -		Jenica.Dummer@minnetonkaschools.org
	Legacy Project-(Class Of 2021)	Juan Pablo	MHS	History Dept	952-	401 -		JuanPablo.Salcedo@minnetonkaschools.org
	Legacy Project-(Class of 2020)	Bethany Holt	MHS	English	952-	283	8556	Bethany.Holt@minnetonkaschools.org
	Legacy Project-(Class of 2020)	Allison Lundquist	MHS	Language Arts Dept.	952-	401 -	5730	Allison.Lundquist@minnetonkaschools.org
*	Literary Magazine "The Muse"	Stewart Pease	MHS	Language Arts Dept	952-	401 -		Stuart.Pease@minnetonkaschools.org
	Log Rolling club	Sarah Beron (Community Ed)						Sarah.beron@minnetonkaschools.org
*	Marching Band - Co-Director	Miles Mortensen	MHS	Music Dept.	952-	401 -	5718	miles.mortensen@minnetonkaschools.org
*	Marching Band - Co-Director	Paul Rosen	MHS	Music Dept.	952-	401 -	5717	paul.rosen@minnetonkaschools.org
	Marching Band - Color Guard	Kaitlyn Barret	MHS					jsu.139@minnetonkaschools.org
*	Math Team	Tim Sauer	MHS	Math Dept.	952-	401 -		Tim.Sauer@minnetonkaschools.org
	Men of Color	Carieno Gurley	MHS	MHS	952-	401 -	4054	careino.gurley@minnetonkaschools.org
	Minnetonka Mentors	Kelly Kautz		Kelly Kautz				KELLY.KAUTZ@minnetonkaschools.org
	Minnetonka Wellness (Students Fighting the Stigma of Mental Illness)	David Bierly	MHS		952	401	5703	david.bierly@minnetonkaschools.org
	Mock Trial	Kimberly Meehan	MHS	Social Studies Dept.	952-	401 -	5700	kimberly.meehan@minnetonkaschools.org
	Model UN	Claire Harley	MHS	Language Arts Dept.	952-	401 -	5789	claire.harley@minnetonkaschools.org
	Mountain Biking Team Co-Ed	Sheila Robertson	MCES	Rec Services	952	401	6384	sheila.arnold@minnetonkaschools.org
	Muslim Student Association	Conor Maher	MHS	ELL				Conor.Maher@minnetonkaschools.org
	National American Sign Language Honor Society	Tracy Ivy	MHS	World Language Dept.	952-	401 -	5897	Tracy.Ivy@minnetonkaschools.org
	National Art Honor Society	Sarah Young	MHS	Art Dept.	651-	270 -	4179	Sarah.Young@minnetonkaschools.org
	National Honor Society - Co Advisor	Alex Johnson	MHS	Math Dept.	952-	401 -	5754	alex.johnson@minnetonkaschools.org
	Optimist Club	Evan Coon	MHS		952-	401 -	5790	Evan.Coon@minnetonkaschools.org Kaitlin Roberts < 700936@mtka.org >
	People to People	Chet Masteller	MHS	Social Studies Dept.	952-	401 -	5852	chet.masteller@minnetonkaschools.org
	Percussion Ensemble	Miles Mortensen	MHS	Music Dept.	952-	401 -	5718	miles.mortensen@minnetonkaschools.org
*	Performance Dance - Fall	Kelsey Vercruysse- Performance Dance Coach	MHS		952-			Kelsey Vercruysse <kelseyvercruysse@gmail.com>
*	Quiz Bowl	Judith Thomas	MHS	Language Arts Dept.	952-	401 -	5788	judith.thomas@minnetonkaschools.org

	RPG Club	Brad Burnham						Brad.Burnham@minnetonkaschools.org
	Rec Sports (formerly Intramurals)	Megan Brang	MCE	Minnetonka Community Ed.	952-	401 -	6822	Megan.Brang@minnetonkaschools.org
*	Robotics	Katie Hessen	MHS		757	272	3866	katiehessen@hotmail.com
	Rugby	Grant Hendrickson	MHS	Social Studies Dept	952-	401 -	5854	grant.hendrickson@minnetonkaschools.org
*	Sailing Club	Jessica Haverstock	MHS	Minnetonka Sailing School	952	404 -	1645	director.lmss@gmail.com
	Science Bowl	Dawn Norton	MHS	Science Dept.	952-	401 -	5730	dawn.norton@minnetonkaschools.org
		Alison Peterson	MHS	Science Dept.	952-	401 -	5839	alison.peterson@minnetonkaschools.org
*	Science Olympiad	Tim Kokesh	MHS	Science Dept.	952-	401 -	5733	timothy.kokesh@minnetonkaschools.org
	Spanish Club	Jamie Fitzpatrick	MHS	Language Dept.	952-	401 -	5861	Jamie.Fitzpatrick@minnetonkaschools.org
*	Speech	Raymond Zhang	MHS		952-	401 -		Ray zh <zhan1087@umn.edu>
	Student Government - Advisor	Terri Ellis	MHS	Math Dept.	952-	401 -	5751	Terri.Ellis@minnetonkaschools.org
	Student Government - Asst. Advisor	Becky Johnson	MHS	Math Dept.	952-	401 -	5750	rebecca.johnson2@minnetonkaschools.org
	Student Innovation Team	Mr. Jeff Erickson	MHS	Principal				
*	Supermileage	Mitch Burfeind	MHS	Tech. Ed. Dept.	952-	401 -	5915	mitch.burfeind@minnetonkaschools.org
	Techmates		MHS	Media Center				
	Tonka Cares Leadership Team	Kim Oelhafen	MHS					Kimberly.oelhafen@minnetonkaschools.org
	Tonka Serves - Volunteer Opportunities	Michelle Seets	MHS	Activities Office	952-	401 -	5766	michelle.seets@minnetonkaschools.org
	Tonka Serves Advisory Board	Michelle Seets	MHS	Activities Office	952-	401 -	5766	michelle.seets@minnetonkaschools.org
*	Trap/Skeet Shooting Club	Jeffrey Voight		Parent Volunteer				jvoigt@bitstream.net
	Ultimate Frisbee Club	Matt Wiitala	MCEC	MCE	952-	401	6800	matt.wiitala@minnetonkaschools.org
	Unified Special Olympics	Amy Mayer Kayte Haagenson	MHS	Special Ed Dept	952-	401 -	5878	Amy.Mayer@minnetonkaschools.org Kayte.Haagenson@minnetonkaschools.org
	Video Production Club	Andy Smith	MHS	Media Department	952-	401 -	5957	andy.smith@minnetonkaschools.org
	We Act	Jenifer Breidenbach	MHS		952-	401 -	5705	jenifer.breidenbach@minnetonkaschools.org
	Women of Color	Christina Taylor Amanda Wavrin	MHS	Counseling Dept	952-	401 -	4043	Christina.Taylor@minnetonkaschools.org Amanda.Wavrin@minnetonkaschools.org
*	Winter Pep Band	Paul Rosen	MHS	Music Dept.	952-	401 -	5717	paul.rosen@minnetonkaschools.org
	YDC (Youth Development Council)	Louise Bagshaw Sheila Arnold	MCEC	Youth Programs	952-	401 -	6828	louise.bagshaw@minnetonkaschools.org Sheila.Robertson@minnetonkaschools.org
	Yearbook (Offered as a class)	Tessa Ikola	MHS	Language Arts Dept.	952-	401 -	5700	Tessa.Ikola@minnetonkaschools.org
*	Clubs/Enrichments that require a Participation Fee of \$75. In addition, some of these may also have required Activity Fees.							
Probationary Clubs (1 year) Have access to announcements and meetings but not an official club:								
	Group	Advisor		Student Advisor	Phone #			
c	Haiti Outreach	Michelle Seets	MHS		952-	401 -	5766	michelle.seets@minnetonkaschools.org
c	Harry Potter Club	Ann Kaste Eli Krauska	MHS		952-	401 -		Ann.Kaste@minnetonkaschools.org 020454@mtka.org
c	Human Rights and Relations	Luke Boline	MHS	Aubrey Salita				Lucas.Boline@minnetonkaschools.org
c	Mock Stocks	Matt Breen	MHS	Jack Nelson				Matthew.Breen@minnetonkaschools.org 015835@mtka.org (Jack N)
c	Music Production Club	Paul Rosen	MHS	Music Dept.	952-	401 -	5717	paul.rosen@minnetonkaschools.org
c	Pirate Club	Luke Bohline						Lucas.bohline@minnetonkaschools.org
c	Radio Controlled Model Club	Russell Durkee	MHS	Brandon Dong				Russell.Durkee@minnetonkaschools.org
c	Vinyl Club	Megan Cameron	MHS	Caitlin McWhirter	952-	401 -	5700	Caitlin.McWhirter@minnetonkaschools.org
c	Women in STEM	Patricia Price	MHS	Erika Bussman				Patricia.Price@minnetonkaschools.org
c17	Human Rights Club	Lucas Boline	MHS	Aubrey Salita				Lucas.Boline@minnetonkaschools.org

c17	Yo - Yo Club	Bethany Holt	MHS	William Sepesi				bethany.holt@minnetonkaschools.org
c17	Difference for Women Club	Samuel Neison	MHS	Courtney Ruddy 001065@mtka.org				Samuel.Neisen@minnetonkaschools.org
17-18 ?	SAVE Club (Students Against Violence Everywhere)	Kelley Mosiman	MHS	Katherine McDonald 701165@mtka.org >				Kelley.Mosiman@minnetonkaschools.org
c18	Minnetonka Conservative Club	Matt Moran	MHS	Matt Gallentine 701299@mtka.org				Matt.Moran@minnetonkaschools.org
18?	Slack Line Club	Tim Felty	MHS	Frank Stich				Tim.Felty@minnetonkaschools.org
c18	Card Club	Lisa Lewis	MHS	Nick Kusske				Lisa.Lewis@minnetonkaschools.org Nickkusske@yahoo.com
c18	KPop	Nicole Roberts		Isabella Woodbury				nicole.roberts@minnetonkaschools.org 003344@mtka.org
18-19	Chinese Honor Club	Randall Baum		Elisabeth Perry				randall.baum@minnetonkaschools.org
18-19	FIDM fashion club	Robert Hoops		Valeria Roa Chavez				Robert.Hoops@minnetonkaschools.org 017762@mtka.org
18-19	Music Club	Andy Smith		Jackson Kelly				Andy.Smith@minnetonkaschools.org jacksonkelly1110@gmail.com
18-19	Catan Club	Sarah Strauss		Lara Henriksen				Sarah.strauss@mtka.org
18-19	Acting Club	Sandra Castañeda		Brianna M Kasbohm				Sandracañedamedina@mtka.org 005350@mtka.org
18-19	Minnetonka News Club	Ann Kaste		Anna Sagrillo				Ann.Kaste@minnetonkaschools.org annadrika@icloud.com/018880@mtka.org
18-19	Minnetonka Against Discrimination	Jeff Erickson		Eleanor Dolan				019249@mtka.org
18-19	Comic Club	Evan Coon		Sam Boime				Evancoon@mtka.org 003671@mtka.org
18-19	Step Team Club	Tracy Ivy		Teunna Hallman				tracy.ivy@minnetonkaschools.org 018272@mtka.org
18-19	Minnetonka Mail	Samantha Smith		Josie Frandrup				Samantha.Smith@minnetonkaschools.org Josiedancer7@icloud.com
18-19	Best Buddies	Kayte Haagenson						Kayte.Haagenson@minnetonkaschools.org
19-20	Hope House	Michelle Seets		Macie Anundson				Michelle.Seets@minnetonkaschools.org macie.anundson@gmail.com
19-20	Embrace IB Club	Laura Herbst		Clair Tomari-Leak				Laura.Herbst@minnetonkaschools.org clairtomarileak@gmail.com
19-20	Tonka Outdoor Club	Randall Baum						Randall.Baum@minnetonkaschools.org
19-20	Noteworthy	Miles Mortenson Michael Janning		Crystal Lin				MILES.MORTENSEN@minnetonkaschools.org Michael.Janning@minnetonkaschools.org 996398@mtka.org
19-20	RPG Club	Brad Burnham		Gunnar Jagodzinski				Brad.Burnham@minnetonkaschools.org Gunnar Jagodzinske < 018847@mtka.org >
19-20	Minnetonka Musky Fishing Club	Brent Hirsch		Tristen Hutchinson				brent.hirsch@minnetonkaschools.org hutchfish7575@gmail.com
19-20	Philosophy Club	Cheryl Duncan		Max Lindholm				CHERYL.DUNCAN@minnetonkaschools.org 013099@mtka.org
19-20	Dungeons and Dragons	Rob Hagar		Robert Gendin				Robert.Hager@minnetonkaschools.org robert.gendlin@gmail.com
19-20	Tonka Girls Bible Study	Lisa Lewis		Annika Van Nest				annikavannest@gmail.com
19-20	Tonak Aviation Club	Rob Hagar		Garret Gillespie				Robert.Hager@minnetonkaschools.org Garret Gillespie 997511@mtka.org
19-20	Chess Club	Mr. Tomashek		Nathyn Fine				THOMAS.TOMASHEK@minnetonkaschools.org Nathyn Fine < 998178@mtka.org >
19-20	Boundary Waters (BWCA) Club	Mr. Benjamin Larson		Lindsey Muench				Benjamin.Larson@minnetonkaschools.org Lindsey Muench < 995367@mtka.org >
19-20	Computer Science Club	Nick Bahr		Nick Shafir				Nick.Bahr@minnetonkaschools.org 015769@mtka.org
19-20	Minnetonka UNICEF	Lucas Boline		Anninka Tamte				Lucas.Boline@minnetonkaschools.org 996404@mtka.org
19-20	Film Club	Sarah Strauss		Harrison Levin				Sarah.Strauss@minnetonkaschools.org 954874@mtka.org
19-20	TonkaHacks	Nick Bahr		Maya Schrof				Nick.Bahr@minnetonkaschools.org 007522@mtka.org
19-20	Fashion Thrift Club	Meg Koenitzer		Solveig Lee				Meg.Koenitzer@minnetonkaschools.org 005109@mtka.org
19-20	Star Wars Club	Nick Bahr		Same Boime				Nick.Bahr@minnetonkaschools.org 003671@mtka.org
19-20	Uno Club	Charles Miller		Skyla Lee				Charles.miller@minnetonkaschools.org 020931@mtka.org
19-20	Hacky Sack Club	James Finch		Tom Graumpmann				James.Finch@minnetonkaschools.org

19-20	Smash Bros.club	Nick Bahr		Hollie Graber				Nick.Bahr@minnetonkaschools.org 999386@mtka.org
19-20	Minnetonka UNICEF	Luke Boline		Patty Robben Annika Tamte				Lucas.Boline@minnetonkaschools.org 996404@mtka.org 996210@mtka.org
19-20	Language Club	Juan Pablo Salcedo		Alec Sanschagrin				JuanPablo.Salcedo@minnetonkaschools.org
19-20	Help Endangered Animals Live (HEAL)	James Finch		Kylie Gifford				kngifford04@gmail.com
19-20	Letters of Love	Lucas Boline		Emily Dokken				Lucas.Boline@minnetonkaschools.org Emilyadokken@gmail.com
19-20	Medical Exploration Club	Jessica Ronk		Anna Cherian				Jessica.Ronk@minnetonkaschools.org Anna Cherian <012104@mtka.org>
19-20	DESI Student Union	Bhuvana Nandakumar		Sanjana Sivakumar Kurup -Nathan Abraham				bhuvana.nandakumar@mtka.org 023489@mtka.org
INACTIVE CLUBS								
*	Architectural Tech Challenge	Mitch Burfeind	MHS	Tech. Ed. Dept.	952-	401	5768	mitch.burfeind@minnetonkaschools.org
This list is subject to change. If you have questions please call the MHS Activities Office at (952) 401-5904								

MINNETONKA PUBLIC SCHOOLS

Policy #510: Co-Curricular Activities Program Policy

Since its inception, the Minnetonka School District has been proud to provide a truly comprehensive education. Recognizing academic instruction and achievement as the heart of our mission, the Minnetonka School District also insists on and supports those activities that reinforce the academic pursuits of the students we serve. Co-curricular activities are essential for delivering a world-class education. Opportunities not found in the traditional classroom enhance the students' experience today, as well as prepare them for life's challenges ahead. A variety of co-curricular activities, both competitive and non-competitive, play an important role in the academic, social, physical, and emotional development of students by nurturing the following:

- perseverance
- self-discipline
- ethical behavior
- ability to work with others
- leadership qualities
- an understanding of the importance of physical health and fitness
- goal-setting and follow-through skills
- positive self-image
- the experience of competition
- good sportsmanship

These attitudes, skills and experiences enhance, rather than compete with, the academic mission of our schools. They are necessary for life-long success and will be supported and celebrated.

Vibrant co-curricular participation also sustains two essential cultural elements of child-centered excellence: increased community support and a feeling of belonging for each student. Wide-spread participation and outstanding performance in a variety of co-curricular activities brings the community closer to the schools and students, thereby increasing awareness of and support for our students. Offering a wide variety of co-curricular options which are open to a broad number of students and are responsive to student interests helps to create smaller communities within the high school community. These smaller communities are necessary for creating a feeling of belonging and relevance, both of which are essential for student performance and happiness.

I. DEFINITIONS

- A. **Co-curricular Activities:** activities students voluntarily participate in beyond the regular school day.

- B. **Competitive Co-curricular Activities:** co-curricular activities with competitions organized between District students and students from outside the District. This category includes athletic and enrichment competitions.
- C. **Non-competitive Co-curricular Activities:** co-curricular activities that involve students of the District without competition. This category includes athletic and enrichment activities.

II. PROGRAMMING EXPECTATIONS

- A. Co-curricular activities offered shall be based on a variety of factors, including student interests, equal opportunities, facilities, and funding.
- B. Co-curricular programming shall be structured in a way that encourages participation by a large number of the student body ideally attracting every student to participate in at least one co-curricular program.
- C. The number of participants a co-curricular activity can accommodate shall be established on an activity-by-activity basis.
- D. Generally participation in co-curricular activities at Minnetonka High School shall be limited to students in grades 9-12. Seventh and eighth grade students shall be allowed to request a waiver for possible participation in a high school co-curricular activity.
1. The decision regarding seventh and eighth grade students will be based on:
 - The individual skills of the student as it relates to the needs of the specific sport/activity at any given level of competition.
 - The social maturity, academic history, and discipline history of the student.
 - The lack of opportunity for the student to improve his/her skill level in a school or non-school program.
 2. No class time at Minnetonka Middle School East/Minnetonka Middle School West will be missed for practices/team meetings at the high school level. Missing class time at either middle school for high school games/meets may be authorized by the respective middle school principal.
- E. Co-curricular programming shall be structured in a way, which encourages students of various age levels and skills to have co-curricular activities available to them throughout the school year.
- F. Co-curricular programming shall be structured in a way offering a balance of competitive and non-competitive co-curricular activities to students.
- G. Co-curricular programming shall adhere to state and federal statutes and regulations.

- H. Student recognition criteria will be established for all programs.
- I. All co-curricular activity schedules shall respect students' needs to complete homework assignments and be prepared for their academic classes.

III. ELIGIBILITY REQUIREMENTS

Students shall adhere to all of the rules and regulations of the Minnetonka Public Schools and the Minnesota State High School League. Furthermore, specific requirements are as follows:

A. Academic Eligibility

1. A student earns academic eligibility to participate in co-curricular activities by achieving a passing grade in five subjects per quarter. Appeals will be examined in the event there are unique and compelling reasons that passing five subjects is inappropriate for a student.
2. A student must have earned academic eligibility prior to the start of the Co-curricular activity as determined by the last report card.
3. All entering ninth graders are academically eligible to participate in the fall co-curricular activities.
4. All 10th – 12th grade students enrolling from another school will establish their eligibility based upon requirements from their previous school.
5. During any period of ineligibility, the student may continue to participate in practices, scrimmages, and team meetings.

B. Mood-Altering Chemicals

1. All coaches/advisors are required to adhere uniformly to all levels of consequences established by the MSHSL in the event that a student has a mood-altering chemical violation.
2. Captains of team/programs who, during the period of being captain, have a mood-altering chemical violation will immediately be removed from the duties as team captain for the remainder of that season. If applicable, these students may be candidates for the position of captain in future seasons.

IV. FUNDING

- A. Co-curricular activities shall be funded through the general operating budget, through participant fees as permitted by law, and through voluntary donations.

B. Scholarships for fees will be provided to those students in need.

V. REPORTING

Each year an Annual Report for Co-Curricular Activities shall be developed.

VI. ADDITIONS AND DELETIONS OF PROGRAMS

The Superintendent will make recommendations to the School Board regarding the addition and or deletion of a program.

VII. PROCEDURES

The Superintendent is directed to establish procedures for the implementation of this policy.

Related Policies: Policy #909: Scheduling School Events with Respect for Family & Community Activities
 Policy #503: Attendance Policy for Minnetonka High School
 Policy #506: Student Discipline and Code of Conduct

Date of Approval: November 17, 2005

Implementation: July 1, 2006

Adopted: _____

MSBA/MASA Model Policy 535
Orig. 2019

Revised: _____

535 SERVICE ANIMALS IN SCHOOLS

I. PURPOSE

The purpose of this policy is to establish parameters for the use of service animals by students, employees, and visitors within school buildings and on school grounds.

II. GENERAL STATEMENT OF POLICY

Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds in accordance with, and subject to, this policy.

III. DEFINITIONS

A. Service Animal

A “service animal” is a dog (regardless of breed or size) or miniature horse that is individually trained to perform “work or tasks” for the benefit of an individual with a disability, including an individual with a physical, sensory, psychiatric, intellectual, or mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. The work or tasks performed by the service animal must be directly related to the individual’s disability. An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

B. Handler

A “handler” is an individual with a disability who uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, “handler” means the person who cares for and supervises the animal on that individual’s behalf. School district personnel are not responsible for the care, supervision, or handling responsibilities of a service animal.

C. Work or Tasks

1. “Work or tasks” are those functions performed by a service animal.
2. Examples of “work or tasks” include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other

tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

3. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not "work or tasks" for the purposes of this policy.

D. Trainer

A "trainer" is a person who is training a service animal and is affiliated with a recognized training program for service animals.

IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES

- A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school-sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.
- B. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:
 1. Is the service animal required because of a disability; and
 2. What work or tasks is the service animal trained to perform.
- C. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below.
- D. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

V. REQUIREMENTS FOR ALL SERVICE ANIMALS

- A. The service animal must be required for the individual with a disability.
- B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.
- C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).
- D. The service animal must be housebroken.
- E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.
- F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.
- G. In the case of a student who is unable to care for and/or supervise his or her service animal, the student's parent/guardian is responsible for arranging for such care and supervision. In the case of an employee or other individual who is unable to care for and/or supervise his or her service animal, the employee or other individual's authorized representative is responsible for arranging for a service animal's care and supervision.
- H. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL

- A. Students with a disability seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the building principal of the school the student attends. The principal will notify the superintendent or the administrator designated with responsibility to address such requests. School district employees seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the superintendent or the administrator designated with responsibility to address such requests.
- B. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because

of a disability and to describe the work or tasks that the service animal is trained to perform.

- C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL

- A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:
 - 1. Any of the requirements described in Part V., above, are not met.
 - 2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;
 - 3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or
 - 4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.
- B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES

In assessing whether a miniature horse may be permitted in a school building or on school grounds as a service animal, the following factors shall be considered:

- A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- B. Whether the handler has sufficient control of the miniature horse;
- C. Whether the miniature horse is housebroken; and
- D. Whether the miniature horse's presence in a specific building or on school grounds compromises legitimate health and safety requirements.

IX. ALLERGIES; FEAR OF ANIMALS

If a student or employee notifies the school district that he or she is allergic to a service animal, the school district will balance the rights of the individuals involved. In general,

allergies that are not life threatening are not a valid reason for prohibiting the presence of a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

X. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS

If a special education student or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the student's IEP team or Section 504 team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education (FAPE) or, in the case of a Section 504 student, to reasonably accommodate the student's access to the school district's programs and activities.

XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES

If an employee seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the superintendent or the administrator designated to handle such requests. A school district employee who is a qualified individual with a disability will be allowed to bring such animal onto school property when it is determined that such use is required to enable the employee to perform the essential functions of his or her position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.

XII. LIABILITY

- A. The owner of the service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.
- B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

Legal References: Section 504 of the Rehabilitation Act of 1973
28 C.F.R. § 35.104, 28 C.F.R. § 35.130(b)(7), and 28 C.F.R. § 35.136
(ADA Regulations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
Minn. Stat. § 256C.02 (Public Accommodations for Persons with Disabilities)
Minn. Stat. § 363A.19 (Discrimination Against Blind, Deaf, or Other Persons with Physical or Sensory Disabilities Prohibited)
Minn. Stat. § 609.226 (Harm Caused by Dog)
Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

Cross References: MSBA/MASA Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Policy 521 (Student Disability Nondiscrimination)

APPROVAL REQUEST FORM FOR USE OF A SERVICE ANIMAL

Please turn in your request to the [Superintendent] OR [Director of Student Services] (Students)
or the [Superintendent] OR [Director of Human Resources] (Employees)

Student/Employee Name: _____ Date: _____

Parent or authorized representative name(s) and contact information (*please include email, phone number, and address*): _____

Building: _____

Type of service animal: _____

Name of service animal: _____ Name of handler: _____

Is the service animal required because of a disability: _____

What work or tasks is the service animal trained to perform: _____

Checklist for Completion of Form

Attached is documentation that the service animal is:

____ Properly licensed

____ Properly and currently vaccinated

I have read and understand the School District's policy regarding service animals and will abide by the terms of the policy.

I understand that if my service animal: is out of control and/or the animal's handler does not effectively control the animal's behavior; is not housebroken or the animal's presence or behavior fundamentally interferes in the functions of the School District; or behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a direct threat to the health and safety of others that cannot be eliminated by reasonable modifications, the School District has the discretion to exclude or remove my service animal from its property.

I agree to be responsible for any and all damage to School District property, personal property, and any injuries to individuals caused by my service animal. I agree to indemnify, defend, and hold harmless the School District, its school board members, administrators, employees, and agents, from and against any and all claims, actions, suits, judgments, and demands brought by any party arising on account of, or in connection with, any activity of or damage caused by my service animal.

Superintendent/Administrator Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Employee Signature: _____ Date: _____

Note: This Registration/Agreement is valid until the end of the current school year. It must be renewed prior to the start of each subsequent school year or whenever a different service animal will be used.

**JORDAN DISTRICT SCHOOLS
POLICY**

Adopted: August 11, 2014

Revised: December 10th, 2018

825 ANIMALS ON SCHOOL PROPERTY

I. PURPOSE

The purpose of this policy is to define what animals are allowed on District #717 school property.

II. GENERAL STATEMENT OF POLICY

Due to health and air quality concerns, dogs, cats, rodents, rabbits, reptiles, fish, birds or exotic animals are not allowed in indoor spaces and at all outdoor events on school property, unless pre-arranged with the principal. The animal must be confined or on a leash and under adult supervision. Certified service animals will be permitted based on a student's disability as defined by Minn. Stat 28 C.F.R. § 35.136.

III. PROCEDURES FOR NON-CERTIFIED SERVICE ANIMALS

- A. For purposes of instruction, the teaching staff is encouraged to use alternative methods and avoid the use of live animals when possible.
- B. Request permission in writing from the building administrator by using form labeled Appendix A.
- C. Habitats must be cleaned regularly (including vacations and holidays) according to the guidelines associated with the particular animal. Waste must be disposed of properly (double bagged and immediately removed to outside dumpster).
- D. Locate animals and their habitats as far away from ventilation systems as possible to avoid circulating allergens.
- E. When approval has been given for an animal to be brought into a school, notification will be given to parents of the students who will be present. Upon notification of sensitivity by students or teacher, a classroom will be kept animal free, or the student/students with a sensitivity will be given an alternate activity to participate in outside of the classroom.
- F. If an administrator feels that the animals in the classroom are not in the best interest of the district, the animal must be removed from the classroom.
- G. Students and staff are not allowed to bring or keep animals in school without the permission of the building administrator.

- H. Animals are not allowed on buses.
- I. Animals used for the purposes of assisting individuals must be registered in the building office upon arrival.
- J. Animal use for administrative purposes is allowed.
- K. Organizations that may be approved for presentations may include, but are not limited to Critters & Co., Raptor Center, and Humane Society. Students with a sensitivity will be given an alternate activity to participate in outside of the classroom.
- L. Animals brought in for “show and tell” should be scheduled for fall or spring, thus permitting the viewing of these animals in an outside location of the school.

**Appendix A to Policy 825
Jordan District Schools
Request for Animals on School Property**

School _____ Date _____

Staff Person _____ Room # _____

Type of animal(s) to be used in classroom _____

Number of animals _____

Date animal is to be brought into classroom _____

Date animal is to be removed from classroom _____

Are animal's vaccinations up to date? Yes _____ No _____ N/A _____ *If no, animal will not be allowed into the building. Please attach proof of vaccinations.*

Who will be responsible for cleaning cages? _____

What is the educational purpose of having the animal in your classroom?

Request Approved _____ Denied _____

Site Administrator Signature _____ Date _____

AS DISTRICT POLICY STATE:

Use alternatives to animals if possible for purpose of instruction. Request in writing permission from the building administrator using form labeled Appendix A. Cages must be cleaned regularly (including vacations and holidays) and according to the guidelines associated with the particular animal. Dispose of waste properly (double bagged and removed immediately to outside dumpster). Locate animal habitats away from ventilation systems to avoid circulating allergens. Students sensitive to animals will be located away from animals and habitats. If an administrator feels that the animals in the classroom are not in the best interest of the district, the animal must be removed from the classroom. Students are not allowed to bring animals to school without the permission of the building administrator. Animals are not allowed on buses with the exception of service animals. Animals used for the purpose of assisting individuals must be registered in the building office upon arrival. Animals may be used for administrative purposes.

Staff Person Signature _____ Date _____