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SECTION I: AGREEMENT RELATIVE TO TERMS AND CONDITIONS OF EMPLOYMENT

PREAMBLE

Together We Learn

The Challenge. The parties to this agreement share a fundamental and abiding commitment to the education of the adults who need basic skills. They recognize and greatly appreciate the extraordinary commitment of teachers, administrators, and other employees in the system. They work to create a system in which the staff can learn, grow, thrive, and be healthy. Yet the parties to this agreement believe that the Minneapolis Public School system as a whole must do more to meet the needs and expectations of all students and of the community. In particular, the community of educators finds the gaps in learning between students of color and white students unacceptable and dropout rates are too high. In addition, there are new graduation standards to understand; and methods to meet those standards throughout the education system must be developed and implemented.

This agreement is dedicated to doing better. Change requires intensive, carefully planned, and skillfully executed implementation. Strong, consistent leadership, system-wide communication, and widespread training are needed to transform the traditional culture. To achieve real educational improvement, the parties and the community will have to work together collaboratively to achieve an atmosphere of trust, innovation, and mission-driven purpose. For, after all:

We exist to ensure that all students learn, and to support their growth into knowledgeable, skilled and confident citizens capable of succeeding in their work, personal and family life into the 21st century.

The challenge is great. Some students arrive in school hungry, with serious emotional, mental, and physical health problems, lacking a stable home environment, or who may be victims of violence, require counseling and additional support. Many are working to help support themselves and their families which limits their study time.

Teachers acknowledge their need to learn but many are strained by the task of providing support to students who are so in need of stability, food, and community resources. Traditional teacher training seldom addresses such issues, and as a result some teachers feel unprepared. Teachers may also be unsure about how to most effectively communicate, support, and encourage students whose linguistic, ethnic, or economic background differs from their own. Teachers want and need continual professional development but also need the system to recognize and support their efforts to educate people from a sometimes dysfunctional environment.

However great the challenges may be of educating each student to his or her full potential, the parties to this agreement are determined to tackle them. This agreement is designed to facilitate whatever change and experiments may be needed. The parties to this agreement invite the rest of the community to join them in this effort. Working together, success is possible. The parties to this agreement recognize that the relationship between the teacher and the student is the only business of schools and that relationship must be the focus of our support and intention.

Some Basic Educational Principles

- o The strategic direction for the Minneapolis Public Schools is our overall guide.
- o Student achievement is the primary focus of all we do.

In addition to these shared goals of improved educational growth and achievement, the parties share fundamental assumptions about educational philosophy that should inform the interpretation and implementation of this Agreement. The difficult task of educating people drains personal resources from everyone in the school setting. The frustration must be relieved by the individuals having control over their professional life. People share a need for support and a desire to share ways to improve what they do.

The Importance of Site/Program-Based Decision-Making. We believe that decision making is best closest to and including the students being served. Each program has the best information and

position to craft appropriate and effective strategies for the tasks at hand, with the primary task being the continuous improvement of student achievement. The site is where people make a difference in the daily life of each student. Program-based decision-making brings these people together who then share the responsibility for needed changes and the corresponding accountability for results achieved.

The Importance of Flexibility and Innovation. The background and skills of staff, students, and administrators vary widely, as do the dynamics of groups. There is no one best way to organize a school, a classroom, or any educational activity. Programs should have as much flexibility as possible to work out, with stakeholder involvement and within the district's strategic direction and improvement agenda, their own strategies for governance and education.

The Importance of Being One School District where Programs operate with Freedom. District and program efforts complement each other. The district offices codify expectations articulated by the programs and provide technical support for reaching the goals. Programs are free to determine their unique means for achieving them, expecting and receiving support from the district. Communication of what's working and what's not flows freely across the district from program to program, classroom to classroom.

The Importance of Professional Development. We believe in investing in those who deliver services to students. Professional development programs need to support teachers, site teams, and administrators in their efforts to deal with the challenges of urban education.

The Importance of Accountability for Quality and Performance. Accountability in this case means that those making decisions can experience the results--and assume responsibility for the results. Accepting accountability means communicating the results hoped for; reporting on results actually achieved; evaluating performance; and initiating needed changes to improve performance.

District offices serve all Minneapolis programs. District offices work with programs to support, and, when asked, to facilitate improvement projects.

Program accountability is for student growth and achievement, and a supportive learning environment. Program progress is enhanced by committed staff articulating goals in the Program Improvement Plan, through program performance assessment, through local problem solving sessions, and by asking for assistance of others.

Classroom and student accountability requires a shared commitment. Teachers are accountable for the growth and progress of students. Students are accountable for their own effort, behavior, and progress. Administrators must provide an environment where skilled teachers can accomplish their goals. Individuals/and community share a responsibility. All share a responsibility.

The Importance of Diversity. Recognizing the diverse and multicultural composition of the community the parties each renew their commitment to maintaining a school system climate that treats each student, and employee with respect, dignity, and sensitivity to their unique needs and culture and to increasing the diversity of the District's workforce.

The Importance of Collaborative Working Relationships. The parties are committed to developing a collaborative working relationship at all levels of the system during the life of this contract, and beyond. An effective working relationship is one in which the parties work together to do what is best for students.

A challenge exists to overcome poverty, racism, and, disillusionment, to arrive at an environment where teachers can teach successfully. We need unity in our effort to educate people. Therefore, we cannot afford to waste energy or resources distracting ourselves with petty power struggles.

Developing and maintaining a collaborative relationship does not require anyone to give up their right to differ or their role. It requires each party to act as professional colleagues who share a common dedication to student achievement. Parties work together with mutual respect; clear

and direct communication; a willingness to listen and understand; and a habit of checking out assumptions before reaching conclusions.

The Importance of Evaluation. Within the improvement planning process, each program sets goals, plans action steps, acts, evaluates, and adjusts---in order to improve student achievement. A critical step is the evaluative step of discussing "what's working? what's not? why? and how do we adjust?". While these steps refer to specific actions to improve student achievement, the same process is necessary for program-based management itself. "How are we making decisions? Is it working? Why or why not? How do we adjust?"

These self-evaluative steps are the hallmark of a "learning organization" and a community of learners.

The Reward. The result desired from collaborative program-based management and improvement planning is to create a climate where the faculty, administration, students, and other community participants work together for program improvement, better student performance, increased satisfaction among professional groups, and stronger support from the community at large.

MISSION STATEMENT

"We exist to ensure that all students learn. We support their growth into knowledgeable, skilled, and confident citizens capable of succeeding in their work, personal, and family life into the 21st century."

ARTICLE I. COLLECTIVE BARGAINING AGREEMENT, PUBLICATION, DURATION, BOARD RIGHTS

Section A. Negotiation and Union Business

Subd. 1. Parties. THIS AGREEMENT, entered into between the Board of Education of Special School District No. 1, Minneapolis, Minnesota, hereinafter referred to as the Board of Education, and the Minneapolis Federation of Teachers (certified by the Director of the Bureau of Mediation Services as the exclusive representative) hereinafter referred to as the Union or Local 59, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as PELRA, to provide the terms and conditions of employment for Adult Basic Education Community Education Teachers during the duration of this Agreement.

Subd. 2. Released Time for Negotiations: When negotiating sessions are scheduled by mutual consent between Local 59 and the Board of Education, or its duly designated officials, during school hours, members of the teachers' negotiating team will be released from their regular teaching responsibilities for this purpose.

Subd. 3. Exclusive Right to Negotiate: The Board of Education, or its representatives, shall not meet and negotiate or meet and confer with any employee or group of employees who are at the time designated as a member or part of the teachers' bargaining unit except through Local 59.

Subd. 4. Time Off and/or Leave for Representatives: The Board of Education will afford time off to elected officers or appointed representatives of Local 59 for the purposes of conducting the duties of Local 59 and must, upon request, provide for leaves of absence to elected or appointed officials of Local 59.

Subd. 5. Union Business Leave. An annual allotment of one hundred (100) person days shall be established for the exclusive allocation of the Union. Members of MFT Local 59, including teachers in the ABE programs, certified by the Union to use this time off shall be released without loss of pay. The cost of reserve teacher service for these individuals shall be borne by the Union and shall be paid as used and billed by the Finance Department.

Section B. Publication of Agreements: Any agreements reached relating to terms and conditions of employment and any other policies adopted as a result of the processes provided for in the Public Employment Labor Relations Act and such other matters as may be pertinent shall be made available to every member of the professional staff of the ABE programs in the Minneapolis Public School system within sixty (60) working days.

Section C. Duration of Agreement

Subd. 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2001, through June 30, 2003, and thereafter until a new Agreement is reached. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no later than May 1, 2003. It is further agreed that, following such notice of intent, negotiations will begin on March 1, 2003, and that negotiations shall continue on a regular basis with the goal of reaching Agreement on the 2003-2005 contract prior to August 1, 2003, or at the request of either party for the limited purpose of negotiating salary adjustments

Subd. 2. Effect: This Agreement constitutes the full and complete Agreement between the Board of Education and the Minneapolis Federation of Teachers representing the teachers in the Adult Basic Education Community Education program of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Subd. 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Subd. 4. Agreements Contrary to Law: If any provisions of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to state or federal law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect. The provision in question shall be renegotiated by the parties.

Section D. DEFINITIONS:

Subd. 1. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of employees. In the case of professional employees the term does not mean educational policies of the District.

Subd. 2. Teacher: The term "teacher" shall mean professional employees of Special School District No. 1 who have the required license pursuant to state law, and who are assigned and teaching or who are assigned as TOSA's in the Adult Basic Education program of the Community Education Department who are employed at least thirteen and fifty-six one hundredths (13.56) hours per week and more than 68 work days per year excluding all confidential and supervisory employees who are paid on administrative schedules and all other employees. Teachers in Adult Basic Education of the Community Education Program are community education instructors pursuant to MS 124D.52 and are not to be construed to be within the definition of teacher for purposes of MS 122A.41.

Subd. 3. Probationary Period. The probationary period shall be defined as the first three years of consecutive employment. In the event that a teacher is discontinued for any reason during the first three years of consecutive employment and is re-employed after a break in service of more than 60 consecutive workdays the teacher must begin the probationary period again. Probationary teachers are not entitled to the grievance arbitration rights set forth in Article XV for demotion or discharge.

Subd. 4. Adult Basic Education Community Education Program: A program including but not limited to the following: adult basic skills, refresher, enrichment, GED, high school diploma, English language learning, work force education and other programs which meet the requirements of M.S. 124D.52.

Subd. 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

Section E. BOARD OF EDUCATION RIGHTS:

Subd. 1. Management Responsibilities: It is the right and obligation of the Board of Education to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students in ABE or the Community Education Program.

Subd. 2. Effect of Laws, Rules and Regulations: All employees covered by this Agreement shall perform the teaching services as defined and agreed to in this contract. The Board of Education and its duly designated officials have the right, obligation and duty to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the Board of Education and its duly designated officials insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The Board of Education, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Subd. 3. Physical Examination:

A. At Request of Superintendent. The Superintendent of Schools may request a physical or psychiatric examination of any employee. Whenever an examination is required, the request

shall be accompanied by a written statement with valid reasons for the request. The employee may select the physician who shall furnish a report of the examination to the school physician at the Board of Education's expense. If the examination and the record show that the employee is not in proper condition to perform his or her duties, he/she may be obligated to take a leave of absence until he/she can furnish satisfactory evidence of his/her fitness to return to work. If the first examination is not conclusive, the Superintendent may require a second examination by a physician for school personnel. An employee shall be reimbursed by the Board of Education for the second examination. The examinations shall be conducted by a qualified physician who shall be in good standing in the county medical society.

B. Failure to Take Examination. If the employee fails to take the examination within 15 days after the request of the Superintendent of Schools, he or she shall be excluded from his/her position until he or she submits to the examination and furnishes evidence of fitness to resume his/her duties. Necessary leave of absence shall be with pay only so long as the employee is entitled to sick leave under Board of Education policies. This provision shall not jeopardize the employee's rights under this Agreement.

Subd. 4. Managerial Rights Not Covered By This Agreement: The foregoing enumeration of Board of Education responsibilities shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the Board of Education.

ARTICLE II. TEACHER 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 representative of a teacher to the expression or communication of a view, complaint or opinion on any matter so long as such action does not interfere with the performance of the duties of employment as prescribed in this Agreement or circumvent the rights of the exclusive representative.

Section B. Right to Join: Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations.

Section C. Right to Exclusive Representation: Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating the terms and conditions of employment and a grievance procedure for such teachers as provided in the PELRA.

Section D. Request for Dues Check Off: Teachers shall have the right to request and be allowed dues check off for the Union as provided in the PELRA.

Upon receipt of a properly executed authorization card from a teacher, the Board of Education will deduct from the teacher's salary the dues that the teacher has agreed to pay the Union.

Only dues check-off for the Minneapolis Federation of Teachers shall be permitted.

Section E. Payroll Deductions: The Board of Education agrees to deduct from teachers' paychecks and to forward to named financial funds or institutions those amounts duly authorized by teachers.

Payroll deductions are allowable and collectible based upon the following schedule of enrollment periods. Actual deductions will be made on the same 19 pay periods either by school year or calendar year.

Other deductions shall be by mutual Agreement of the Board of Education and the Minneapolis Federation of Teachers, Local 59, AFT, MFT, AFL-CIO.

ENROLLMENT PERIODS:

SCHOOL YEAR: Minneapolis Federation of Teacher dues, Teacher Federal Credit Union, U.S. Savings Bonds, and all negotiated fringe benefit plans including the State of Minnesota Deferred Compensation Plan.

AUG - DEC: The United Way of Minneapolis Area, tax sheltered annuities, Committee of Thirteen, United Negro College Fund.

JAN - MAY: Local 59 Teaching Scholarship Fund, Local 59 Committee on Political Education (COPE), the Cooperating Fund Drive, the United Arts Fund.

Section F. Open Personnel Files: Teachers shall have the right to examine their personnel files subject to the following conditions:

- a. A teacher, upon written request (as outlined in the procedure established for this purpose) to the Human Resources department, may examine the contents of his/her personnel file.
- b. A member of the professional staff of the Human Resources department will share with the teacher in a personal conference all material in the teacher's personnel file.
- c. Materials to be placed in a teacher's personnel file will be held by the originator for ten (10) days. A teacher may request a conference with the writer within this time period. The teacher shall have the right to submit a response to any report or evaluation; such a response will be attached to and become a part of the teacher's personnel file.
- d. A teacher may be permitted to reproduce at his/her expense any contents of his/her personnel file.
- e. The school District may destroy such files as provided by law.
- f. Official grievances filed by any teacher under the grievance procedure shall not be placed in the personnel file of the teacher; nor shall such a grievance be utilized in personnel assignment.
- g. All of the above conditions, rights and privileges shall apply to any and all files that may be generated and maintained on an individual teacher by any administrative or supervisory person.
- h. Any person who examines a teacher's personnel file shall be recorded as having examined said file, which record shall become a permanent part of a teacher's personnel file, unless the teacher chooses to have such record expunged. Members of the Human Resources department shall be exempt from this provision.

Section G. Parking: Parking fees shall be waived. At locations with controlled access to parking, teachers may be required to pay a refundable access card deposit.

At all other regular work sites where teachers must pay for parking during the defined duty day, the school District shall reimburse teachers for fees which they have paid. The reimbursement shall be on a monthly basis upon submission of receipts. All hourly rate employees and reserve teachers shall also be covered by the reimbursement for parking fees or waiver thereof. The District shall retain the right to provide or assign parking spaces.

Section H. Discipline: In dealing with non-probationary teachers, the School District agrees that actions taken to discipline or discharge an employee shall be based upon just cause. The principle of progressive discipline shall be applied when appropriate as determined by the employer. All forms of discipline are subject to the grievance procedure.

ARTICLE III. PROFESSIONAL DEVELOPMENT

The Minneapolis Public Schools considers its teachers to be highly skilled and qualified. Support is given to teachers' efforts to expand the repertoire of practices and skills that constitute the pedagogy of the teaching profession.

There are some underlying assumptions that support the success of the professional development process for Minneapolis teachers. The assumptions include that there is a school climate for professional learning and growth, experimenting and taking risks to learn is a norm, professionals have each other's best interest at heart, and we are all obligated to assume some responsibility for collegial growth and support.

Professional development is the process by which teachers individually and jointly increase, enhance, and update and expand their knowledge of pedagogies, standards, curriculum, content, and multiculturalism accuracy. It is a crucial factor in creating and maintaining an excellent school system. The Minneapolis Public Schools along with the Minneapolis Federation of Teachers understand the importance of professional development and the support of its teachers. Effective and continuous professional development expands the knowledge base and repertoire of practices and skills necessary for teachers to engage in educated and optimal decision making so that all students receive the highest quality of education. Enhanced professional development increases teacher effectiveness, confidence, morale, commitment, and ability to improve the quality of education for students in the Minneapolis Public Schools as well as improving the district's ability to attract, develop and retain excellent and diverse teachers.

The professional development continuum begins with initial training and supported teachers wherever they may be on the professional continuum:

Section A. Standards of Effective Instruction: The Standards of Effective Instruction were developed to assist with decision-making and planning for the improvement of instruction and student learning. During the development of these standards, a group of teachers, program managers, and administrators reviewed, analyzed and synthesized the standards and current research on teaching from the following national organizations: National Board for Professional Teaching Standards (NBPTS), Educational Testing Service (PRAXIS series), National Interstate New Teacher Assessment and Support Consortium (INTASC), North Central Accreditation of Teacher Education (NCATE), and Minnesota Educational Effectiveness Program (MEEP). From that the Minneapolis Standards of Effective Instruction were written as follows:

1. Teachers accommodate students' differences when they plan for instruction.
 - a. Address learning styles.
 - b. Select and tailor curricular materials for a diverse student population, subject matter, and skills.
 - c. Set high and appropriate expectations for all students and her/himself.
2. Teachers are active learners as part of a school community.
 - a. Actively participate in the Professional Development Continuum to achieve and give support for professional development.
 - b. Participate in professional development opportunities through District, state, colleges/universities, and professional organizations, business partnerships or other professional strategies.
 - c. Participate in regular professional reading and activities.
 - d. Share expertise and knowledge with others.
 - e. Collaborate with students in making educational decisions.
 - f. Use students and community resources

- g. Give and receive feedback in a positive manner.
3. Teachers provide feedback to students regarding their learning.
 - a. Communicate regularly with students regarding classroom activities.
 - b. Use multiple forms of assessment (including discussion and questioning skills, conventional measurement instruments such as: standardized multiple-choice tests, observations of students, student work samples, interviews with students, role playing and simulation games, checklists, case studies and anecdotal records, questionnaires, and "opinionnaires").
 4. Teachers continuously think systematically about their practice to improve their effectiveness.
 - a. Actively participate in the Professional Development Continuum to achieve and give support for professional development.
 - b. Elicit, analyze, and use feedback from students.
 - c. Elicit, analyze, and use feedback from colleagues to improve professional practice.
 - d. Integrate feedback and reflection in instructional planning.
 - e. Seek advice of others.
 - f. Participate in action research.
 - g. Draw on scholarship (research, best practices, authorities, specialists).
 - h. Learn from experience and colleagues.
 - i. Coach colleagues to higher levels of effectiveness.
 - j. Connect efforts to the individuals, classroom, programs, community, and world.
 - k. Think systematically about their practice.
 5. Teachers create classrooms in which students want to learn, do learn, and become responsible for their own learning.
 - a. Affirm success.
 - b. Demonstrate awareness of students and their activities.
 - c. Develop empathy, rapport, and personal interactions between student and teacher, student and peers, and student and other adults with Multicultural/Gender/Ability Fair perspective.
 - d. Establish and consistently maintain expectations and routines that are Multicultural/Gender/Ability Fair and appropriate to all students.
 - e. Organize the physical facilities of the classroom.
 - f. Promote respectful interactions among students.
 - g. Promote respectful interactions among students and adults.
 - h. Maximize time spent actively engaged in academic activities: minimize time spent waiting for activities to get started, making transitions between activities, sitting with nothing to do, or engaging in misconduct.
 - i. Promote student self-discipline and responsibility.
 - j. Encourage class participation and interaction.
 - k. Exhibit a respectful attitude toward students.

- l. Positively reinforce achievement and appropriate behavior.
 - m. Create a classroom environment in which students feel safe and willing to take academic risks.
 - n. Develop work and study habits in the classroom.
 - o. Promote independent thinking, researching, and studying.
 - p. Promote independent and collective learning.
6. Teachers create lessons and learning environments that are structured so that students can relate what they know to new information and situations.
- a. Monitor student performance using a variety of assessment tools and provide corrective feedback.
 - b. Thoroughly prepare lessons and organize materials for instruction.
 - c. Review, adjust, and summarize lessons.
 - d. Demonstrate a thorough knowledge of subject matter.
 - e. Know the students' learning styles, needs, and experiences.
 - f. Know and use strategies that foster thinking, reasoning, and problem solving by students.
 - g. Create lessons and learning environments that help students relate new information to what they already know.
 - h. Create lessons and learning environments that integrate instruction across content areas and interdisciplinary themes.
 - i. Create lessons and learning environments that provide opportunities for students to gain new knowledge and skills and to apply what they have learned in the context of their daily lives.
 - j. Create lessons and learning environments that are developmentally appropriate and challenging to students.
 - k. Design lessons and learning environments that are congruent with District goals and standards.
 - l. Design lessons and create environments where learning is active, experiential, and engaging.
 - m. Use a variety of assessment tools for feedback and reflection about learning.
7. Teachers implement instruction in ways that encourage student learning.
- a. Adapt instruction to accommodate differences in developmental levels and learning styles.
 - b. Focus on relevant and important aspects of the instructional materials and activities.
 - c. Relate new learning to students' previous learning and experiences.
 - d. Accommodate student differences with clear and appropriate written, oral, and demonstrative directions and assignments.
 - e. Accommodate student differences through the use of appropriate wait time.
 - f. Use a variety of teaching strategies and techniques to foster student motivation.
 - g. Use teaching aids and instructional materials appropriately.

- h. Employ cooperative learning groups.
- i. Provide hands-on exercises and experiences.
- j. Provide direct instruction, drill, practice, and feedback according to students' needs.
- k. Promote class participation and interaction.
- l. Use a variety of questioning techniques/modes.
- m. Pace instruction appropriately.
- n. Regularly assess student learning in a variety of ways.
- o. Maintain consistent accountability procedures for all students' progress with varied interventions to improve student learning.
- p. Arrange physical and social conditions that are conducive to learning.
- q. Communicate high expectations clearly to students.
- r. Model learning to help students develop metacognitive (thinking about thinking) strategies.
- s. Guide students to interact with the content (e.g., develop and answer factual and integrative questions, problem solve, and invent new ideas).
- t. Model the learning of higher order thinking and problem solving skills through collaboration/cooperation with colleagues.

Section B. Professional Ethics: Professional responsibility and conduct for teachers in Minneapolis Public Schools are defined by the teacher job description and the Code of Ethics for Minnesota teachers (8700.7500). Teachers are obligated to adhere to these standards as published in Section III of Assuring Professional Excellence.

The following Code of Ethics for Minnesota teachers sets forth to the education profession and the public it serves standards of professional conduct. This code applies to all persons licensed according to rules established by the Minnesota Board of Teaching.

- a. A teacher shall provide professional educational services in a nondiscriminatory manner.
- b. A teacher shall make reasonable effort to protect the student from conditions harmful to health and safety.
- c. In accordance with state and federal laws, a teacher shall disclose confidential information about individuals only when a compelling professional purpose is served or when required by law.
- d. A teacher shall take reasonable disciplinary action in exercising the authority to provide an atmosphere conducive to learning.
- e. A teacher shall not use professional relationships with students, and colleagues to private advantage.
- f. A teacher shall delegate authority for teaching responsibilities only to licensed personnel.
- g. A teacher shall not deliberately suppress or distort subject matter.
- h. A teacher shall not knowingly falsify or misrepresent records or facts relating to that teacher's own qualifications or to other teachers' qualifications.
- i. A teacher shall not knowingly make false or malicious statements about students or colleagues.

- j. A teacher shall accept a contract for a teaching position that requires licensing only if properly or provisionally licensed for that position.

Section C. Teacher Job Description: To create an educational program and a class environment which is multicultural, gender fair, and disability sensitive, is favorable to learning and personal growth in accordance with each student's ability and is based on a commitment that all students can learn.

Professional Qualifications:

- a valid Minnesota teaching license, certificate, or other legal credentials required for level of assignment;
- prior successful experience in urban, multicultural education desirable;
- demonstrates continued professional development through course work, research, and peer collaboration;
- has working knowledge of the subject matter, classroom management techniques, current researched best practices and strategies, and students learning styles and needs, both academic and affective.

Professional Responsibilities:

- acquires knowledge of the goals of the Minneapolis Public School District Improvement Agenda and program goals. Works to support and achieve those goals;
- establishes developmentally appropriate instructional and behavioral expectations for students and for him/herself and communicates those to students;
- creates lessons and learning environments that are safe, respectful, and interesting as well as multicultural, gender fair, disability sensitive. Selects, adapts and individualizes materials appropriate for diverse student populations and skills;
- teaches students the required curricula using strategies that foster thinking, reasoning, and problem solving;
- collaborates and communicates regularly with students in making educational decisions and uses students and community resources to support learning;
- assesses student's developmental, cognitive, and social needs and provides developmentally appropriate instruction to meet those needs;
- regularly assesses student learning by using multiple forms of assessment;
- facilitates positive interactions between students and teacher, student and peers, and student and other adults;
- models learning and behavior consistent with the expectations for students;
- assess own instructional effectiveness through a Professional Development Process;
- participates in ongoing and regular staff, team, and individual professional development;
- collaborates with peers to develop, plan, and implement best practices based on the needs/abilities of the students;
- participates in site-based management and shared decision making;
- always keeps the student's needs and rights first and foremost in any educational decision making;
- demonstrates competence in the Minneapolis Standards of Effective Instruction;
- has a working knowledge of the Minneapolis Public Schools Curriculum Content Standards and the Adult Basic Education Standards;

- has a working knowledge of the Minnesota State Standards, the Profiles of Learning, and the Graduation Rule.

Section D. Professional Development Continuum: Through the Professional Development Continuum, the Minneapolis Public Schools and the Minneapolis Federation of Teachers aspire to achieve the highest performance possible of each and every student and teacher by raising the quality of instruction in the District. It seeks to accomplish that ambitious goal by creating a high performance workplace dedicated to excellence.

The Professional Development Continuum aims to improve and promote expectations and standards set for the education profession. The process is intended to both influence and support growth within the profession by fundamentally altering the reasons for and the ways in which professional development is done.

The Professional Development Continuum encourages collegial planning, assessment, analysis and reflection with a focus on individual accountability. This system acknowledges that teachers play an important role in assessing their own skills and the needs of their students. It also acknowledges that teaching peers are valuable support in trying to establish and implement professional goals and strategies. Designing and implementing improvement becomes both an individual and team effort. Improved teacher practices will result in improved student learning.

Professional development and support is a key component of the District's education program. A strong professional development process focuses on improved student outcomes and the instructional practices and strategies needed to reach those outcomes. The professional development continuum must be continuous, constructive, growth oriented, and take place in an atmosphere of trust and respect. The process is a cooperative effort on the part of all involved and should be designed to encourage productive dialogue and action among staff, administrators, and the community. The whole process should promote professional growth and development centered around students' needs and successes.

The goals of the Professional Development Continuum will be to:

- improve student outcomes/achievement;
- promote collegial and professional growth;
- improve instruction for all students.

The Professional Development Continuum will:

- organize efforts around the real work of a site/classroom;
- increase peer interaction and involvement;
- improve administrator/teacher communication;
- include provisions for student participation;
- be flexible and responsive to teaching and learning;
- be multicultural, gender fair, disability sensitive, and developmentally appropriate
- incorporate option, choices;
- increase inclusive leadership;
- provide incentives, rewards, recognition;
- create an environment supportive of reflection, change, and trust;
- be research-based, action-oriented;
- incorporate program-based management/shared decision making;
- be honest, open, constructive, helpful, direct, and respectful.

PDP DISTRICT COMMITTEE. A Professional Development Process Committee made up of teachers, program managers, Minneapolis Federation of Teachers representatives, students, central office administrators, and community members will facilitate, develop, maintain, and assess the successful implementation of the Professional Development Continuum within the District.

PDP COORDINATOR: It is recommended that the Adult Basic Education Program identify a PDP coordinator to support the process.

PDP COORDINATOR RESPONSIBILITIES: Teacher or team members who serve as PDP coordinators may:

- Model the process.
- Complete coaching training (if not previously trained).
- Attend PDP coordinator network meetings.

Parameters of the Professional Development Continuum: All teachers will participate annually in the Professional Development Continuum. In the Minneapolis Adult Basic Education Program the Professional Development Continuum has the following four distinct categories:

Initial Support Plan (ISP) – This plan is for teachers who are new to the Minneapolis Public Schools Adult Basic Education Program or who have not successfully completed their previous Initial Support Plan (ISP) goals. It is intended to provide guidance and assistance because we recognize the complexity of teaching and learning in the Minneapolis Public Schools. The initial support process is a team-supported initiation to the Professional Development Continuum. Teachers on ISP may participate in the bidding process.

Professional Development Plan (PDP)- This plan is for teachers who have successfully completed their ISP or PSP. This plan commonly extends for the school year.

Professional Support Plan (PSP)- This plan is for teachers who are experiencing challenges that require expanded collegial assistance as determined by their PDP team. This plan commonly extends for three to nine months. A teacher on PSP cannot participate in the bidding process unless they have excessed status.

Intensive Assistance (IA)- This plan is for the teacher in crisis who needs confidential short-term support. This plan commonly extends for three to six weeks. A teacher in the IA process cannot participate in the bidding process.

Subd. 1. Initial Support Process For New Teachers (ISP): The Initial Support Process (ISP) for New Teachers is a team-supported initiation to the Professional Development Continuum (PDC) designed to provide new employees with on-site and District support toward achieving the Standards of Effective Instruction. New teachers work with mentor(s), colleagues, and administrators to identify their ISP team members and to develop, implement, and achieve goals. These goals are to be aligned with the Standards of Effective Instruction.

Steps in the Initial Support Process for New Teachers:

- Step 1. Attend Initial Support Process training session to learn intent and details of the Professional Development Continuum for new teachers. This session will include setting Initial Support goals based upon the Standards of Effective Instruction.
- Step 2. Meet with mentor and/or administrator to develop goals, to formulate individual plan, and to identify team members,.
- Step 3. Meet with ISP team to present plan. Plan will include:
- Goals, objectives, and strategies
 - Goal attainment activities (coaching, action research, etc.)
 - Indicators of achievement of goals.

- Kinds of feedback needed to inform team members of progress.
- A timeline for the year that includes dates for Progress Report meetings and formal observation(s) as part of the Initial Support Process.

- Step 4. Date and sign a copy of the plan and turn it in to the program's Professional Development Continuum Coordinator. The school will maintain a copy of each teacher's plan.
- Step 5. Participate in periodic meetings with mentor/approved peer coach and ISP team to review and document progress toward goals and Standards of Effective Instruction.
- Step 6. An administrator, along with a program mentor/approved peer coach, will schedule at least one observation that includes pre and post conferences, which will occur during the first semester of the school year. Results will be shared with the ISP team.
- Step 7. Two additional reviews are required. A few of the alternative possibilities could consist of a cycle of coaching conferences and peer observations (3-4 of each), the presentation of a professional portfolio that shows evidence of teaching and learning, or a videotape of a lesson shown to the teacher's ISP team. The teacher and his/her ISP team should determine the review processes selected. The review process needs to be put in writing and filed with the program's Professional Development Continuum Coordinator. These activities are done by the ISP team, which includes the administrator.
- Step 8. First year teacher performance assessment and decision-making resides collaboratively with the ISP team, which includes the mentor/approved peer coach and an administrator. At the end of the first probationary year, the team will assess progress, plan next steps for the second probationary year, and make one of the following determinations:
- to move to PDP;
 - to continue with ISP;
 - to refer to Human Resources with the recommendation to discontinue, and;
 - to refer to Career Options at any time.

A teacher continuing on ISP after the first year can be moved to PDP or referred to Human Resources at anytime with a recommendation to be discontinued. A teacher may not continue on ISP following the teacher's third year.

In the event that the Initial Support Team does not reach consensus on the decision, the recommendation(s) are referred to the Professional Review Committee. This Committee will be comprised of: two teachers on the Career-In-Education panel, one principal on the Career-In-Education Panel, one Labor Relations administrator, and a District Professional Development Support mentor not involved with the teacher's PSP Team. A Minnesota Bureau of Mediation Services representative will facilitate this Committee. The Committee will determine the status of the teacher through consensus, if possible, or a majority vote, if necessary.

Subd. 2. Professional Development Plan (PDP)

All teachers who have successfully completed their ISP or PSP goals should select a goal and assemble their PDP team, write a PDP plan and discuss it with their PDP team, plan a timeline for follow up, and then work on the plan. The purpose of a teacher's PDP team is to be supportive, helpful, provide suggestions, and assist in reflection.

Teachers should call upon the team as needed throughout the PDP Process. Teachers should make two copies of the PDP plan and progress reports; keep one and give the other two to their Professional Development Continuum Coordinator. The Coordinator should share one with the program administrator and then file it on site.

The teacher will have, but is not limited to:

- a) initial meeting to share PDP plan;
- b) progress report meeting mid-year;
- c) progress report meeting end of year.

Probationary Teachers: An administrator will schedule at least one teaching observation that includes pre and post conferences. This classroom observation on either the traditional elements of effective instruction or any other instructional model being used by the teacher may include a program mentor/approved peer coach or a team member requested by the probationary teacher.

Two additional reviews are required for probationary teachers. A few of the alternative possibilities could consist of a cycle of coaching conferences and peer observations (3-4 of each), the presentation of a professional portfolio that shows evidence of teaching and learning, or a videotape of a lesson shown to the teacher's PDP team. The teacher and his/her PDP team should determine the review processes selected. The review process needs to be put in writing and filed with the program's Professional Development Continuum Coordinator. These activities are done by the PDP team, which includes the administrator.

The probationary teacher will have, but is not limited to:

- a) initial meeting to share PDP plan;
- b) progress report meeting mid-year;
- c) progress report meeting end of year.

At any time during the probationary period, member of a teacher's PDP Team can recommend that the probationary teacher receive additional professional support in order to help the teacher improve instructional performance and meet expectations and standards set for the educational profession. This process is described in Subd. Section 3 below.

Subd. 3. Professional Support Process: The Professional Support Process (PSP) is a confidential process that provides support for employees who are experiencing challenges that require expanded collegial assistance. It is initiated when a PDP team member recognizes the need to assure additional support for teachers to achieve PDP a District PDS mentor, after meeting with the teacher's PDP team, determines the need to assure additional support for teachers (as defined by M.S. 179A.03, Subd. 19) to achieve the necessary goals and objectives. Professional ethics, respect, and the Government Data Practices Act will govern information and the team process. Members of PSP teams agree to keep confidentiality, be active members of the team and participate in making a decision at the end of the process. (See Article VI, Section D, Subd. 1. of this agreement for a description of this process for ABE teachers new to the District.)

The Professional Support Process will commonly extend for three to nine months. During this time, extensive support is provided to the employee through a variety of strategies. This support may include coaching, mentoring, observations, study groups, videotaping, modeling, and/or any other strategies that prove to be helpful. A teacher on PSP may not participate in the bidding process unless the teacher has exceeded status.

At least four team meetings should occur during the PSP timeline: (a) an initial planning meeting and (b) a minimum of three progress report team meetings. It is recommended that additional support meetings occur as needed. Sufficient time should elapse between meetings in order to provide adequate support for growth and change.

Steps in the Professional Support Process will include the following steps:

- Step 1:** The PSP Team meets with the teacher to agree upon the goals, timeline and implementation of a support plan for the teacher. The Team consists of the following participant a program administrator, the teacher, any member of the PDP team, a PDS mentor (if requested by a team member), and any other resource people deemed necessary.
- Step 2:** The teacher implements the PSP plan. A variety of options are utilized during the PSP implementation to assist the teacher. Some of these options can be: coaching, videotaping, discussion group, demonstration lessons, study groups/classes.
- Step 3:** The teacher mentor/approved peer coach or the program administrator schedules a pre-conference, classroom observation, and post-conference with the teacher. The number of cycles for this sequence will be determined on the basis of program manager judgment. During this step, the following may occur:
- a) discussion of Career Options/Outplacement services;
 - b) development of Professional Support Targets (PST);
 - c) recognition for the need to move to the Intensive Assistance level of support.
- Step 4:** The PSP Team meets regularly to assess and discuss possible growth and change occurring or to determine lack of improvement
- After the cycle of progress report meetings is complete, a determination is made by the PSP team regarding employee performance improvement. Depending on the situation and results, the employee will progress as follows:
- a) return to the Professional Development Process, or
 - b) continue in the Professional Support Process, or
 - c) move to the Intensive Assistance Process, and
 - d) consult Career Options/Outplacement Services, or
 - e) not recommended for reappointment if the teacher is probationary

In the event that the Initial Support team or PSP Team does not reach consensus on the decision, the recommendation(s) are referred to the Professional Review Committee. This Committee will be comprised of: two teachers on the Career-In-Education panel, one principal on the Career-In-Education Panel, one Labor Relations administrator, and a District PDS mentor not involved with the teacher's PSP Team. A Minnesota Bureau of Mediation Services representative will facilitate this Committee. The Committee will determine the status of the teacher through consensus, if possible, or a majority vote, if necessary.

If an employee successfully accomplishes the goal(s) outlined in the PSP and no other concerns exist, the employee returns to PDP. If an employee has successfully reached the PSP goal(s), but another area of concern has been identified, a second PDP can be initiated with a new goal, strategies, and timeline.

If an employee does not meet the PSP goal(s), the PSP Team determines the next steps. If an extension of the timeline with additional support and adjusted strategies will be of benefit, this should be planned. If, however, the employee has been unable or unwilling to improve and is not meeting the job description responsibilities or the Standards of Effective Instruction, the next course of action must be determined. A voluntary job change may be needed. Career Options Services can assist with this transition. Or, an employee may need to receive assistance outside of the Professional Development and Support Processes. The Intensive Assistance Process has been designed for this purpose.

Subd. 4. Intensive Assistance: Intensive Assistance is confidential, short-term support for the teacher in crisis. A request to the Human Resources Department for this level of support is initiated by a program administrator.

A team approach will be utilized for delivery of Intensive Assistance. The Intensive Assistance Plan (IAP) support team members may vary, depending upon the human resources available at a given site. The primary support team, selected by a program administrator, may consist of (1) the program manager/administration, (2) a Human Resources representative, and (3) a PDS mentor, in addition to the primary support team members, the program manager/site administrator may request support from curriculum resource personnel, behavior specialists, and/or Teacher and Instructional Services support personnel. Each team member must respect the confidential nature of the professional support being provided through the Intensive Assistance model.

Intensive Assistance may include the following steps:

- Step 1:** The program manager/administrator informs the teacher and initiates a request to Human Resources for Intensive Assistance. A Human Resources representative contacts Professional Development Services and Career-In-Teaching. It is the teacher's prerogative to request Union representation at pertinent meetings.
- Step 2:** The IAP team (which may consist of program manager/administrator, Human Resources representative, and PDS mentor) meets with the teacher and Union representative (optional) to discuss the nature of the crisis.
- Step 3:** The PDS mentor and a District psychologist are involved, they will observe over a timeline prescribed by the team for a minimum of three hours, consisting of simultaneous and separate observations. The mentor's primary focus is classroom management (materials, time, and assignments), delivery of instruction, and student/teacher communication. The psychologist's primary focus is behavior management, student-teacher/student-student interactions.
- Step 4:** The IAP team meets to write an Intensive Assistance Plan that addresses the specific needs of the teacher as determined through observation and discussion. Currently existing professional support goals will be incorporated into the IAP. The plan will specify the responsibilities of each team member and the timeline for the delivery of assistance.
- Step 5:** The team meets with the teacher to describe (1) the IAP plan, and (2) the Career Transition/Outplacement service provided by the District. If the teacher's goal is to continue his/her career in teaching, a timeline is established and the IAP is implemented.
- Step 6:** The team meets with the program manager/administrator to evaluate the effectiveness of the Intensive Assistance Plan in meeting the goals established in Step 4. The program manager/administrator determines the status of employment and the next steps to be taken.
- Step 7:** A Human Resources representative, the program manager/administrator, and a Minneapolis Federation of Teachers representative meet with the teacher to share the recommendation to continue or to terminate the teacher's contract.

Pursuant to Transfer and Reassignment Procedure, Article XVIII teachers on Intensive Assistance may not voluntarily transfer.

Subd. 5. Career Transition/Outplacement Service: Career Transition/Outplacement is a service provided by the District to assist teachers who are seeking options to their current employment status either within or outside the District. Services include: career counseling and

assessment, interest inventories, resume writing, portfolio development, interview preparation, and transition or separation counseling, and access to a metro-wide employment database.

In addition to these services, Career Options in collaboration with the District and Minneapolis Federation of Teachers will sponsor workshops throughout the year that will focus on strategies for building collegial support in the workplace, for creating a balance between professional, personal life, and for burnout prevention. These services may be directly accessed by the teacher or as a result of a referral through the IAP and PSP by calling Career Options at Professional Development Services.

Career transitions is a collaborative effort being supported by Career-In-Teaching. Teacher Instructional Services, Human Resources, and Minneapolis Federation of Teachers is funded by and under (MS 124.912, Subd 8).

Section E. Professional Continuum: The Minneapolis Public Schools and the Minneapolis Federation of Teachers are committed to improving the profession of teaching--a profession that offers opportunities for professional growth, involvement in decision-making, communication and collaboration, increased responsibilities and accountability. By implementing systemic educational reform, teachers will be increasingly assuming greater responsibility for the success of the reform effort. Accordingly, they should be given opportunities to develop these leadership skills. The development of a professional teacher career continuum is one way to provide these incentives to attract and keep quality teachers in the profession. The Minneapolis Public Schools Career Continuum includes the following teacher development model:

FUTURE TEACHER. The District and the Union are jointly committed to increasing the number and ratio of teachers of color and to provide incentives for Minneapolis Public Schools students and staff to be trained and licensed as teachers. Such programs include the Education Magnet and Educational Assistants' Career Ladder. Students and employees completing collaborative programs will have hiring preference.

STUDENT TEACHERS. Minneapolis Public Schools provides skilled professional practitioners, a wide range of programs, and diverse urban schools for pre-student teachers and student teachers in approved teacher preparation programs from contracting institutions. The pre-service experience is designed to develop and hone teaching skills and broaden repertoires of instructional strategies. Student teacher placements are made through the office of the S.T.E.C. Lead Teacher.

Minneapolis teachers maybe selected to be cooperating teachers and/or supervisory teachers share their knowledge and skills by modeling, mentoring, assessing, advising, and sharing their knowledge and skills with student teachers. Minneapolis teachers may also be adjunct university staff, co-teaching seminars and other collaborative instructional opportunities with the teacher preparation institutions.

In exchange for professional services, Minneapolis Public Schools teachers will expect to receive stipends directly from the contracting institution of a minimum of \$100 per student teacher per session. Teachers may also receive other rewards/incentives that may include graduate courses such as supervision, mentoring, etc. offered by the contracting institution, undergraduate courses for teachers' children, a contribution to a professional account, professional books and materials, and/or other recognition.

Section F. Staff Development: The purpose of staff development is to create opportunities for learning and professional skill development that will enrich the understanding and implementation of a standards-based system and support student achievement. Staff development opportunities will be focused to support:

The Minneapolis model for staff development is organized into three broad interdependent areas:

1. Organizational Development:

- restructuring of schools through a standards-based school improvement process; supporting site-based management through leadership teams and leadership development.
2. Curriculum development. Creating a standards-based curriculum development process that focuses on:
 - a) all learners achieving designated performance standards;
 - b) integrating general, academic and technical curriculum;
 - c) articulation of multicultural, gender fair, disability sensitive, and developmentally appropriate curriculum from Pre K-12 using multiple indicators for assessing learner knowledge, growth, and performance.
 3. Research-Based Instructional Strategies. Developing instructional strategies and delivery that:
 - a) accommodate the emotional, cognitive, social and psychomotor needs of learners;
 - b) increase the learner's ability to remember, connect, demonstrate, and apply what they have learned;
 - c) are appropriate to the performance standards;
 - d) increase the learner's ability to integrate what has been previously learned;
 - e) provide knowledge of diverse cultures, knowledge of students' developmental levels and learning styles.

STAFF DEVELOPMENT ASSUMPTIONS:

- staff development supports student learning and achievement;
- staff development supports the alignment between student outcomes, curriculum, effective instruction and assessment;
- staff development activities will be conducted with minimal disruption in the learning process for students;
- staff development supports effective teaching and learning, effective organization development, leadership development and improvement of student performance based on individual school and District goals;
- staff development is based on current research about best practices and adult learning and encourages ongoing reflective practice and collegial support;

Minneapolis Public Schools Staff Development must:

- support the School Improvement Plan for each site and the successful attainment of school goals;
- support educational diversity (multicultural gender fair, disability sensitive, developmentally appropriate);
- support the District's definition of effective instruction, effective schools and effective leadership;
- support participation and professional growth of all District employees;
- support improvement of both content and process skills.
- based on the District staff development plan, staff development may be required for some or all staff members;
- staff Development supports individual renewal and lifelong learning;

- individual Professional Development Plans are aligned with school improvement goals.
- school staff development goals are aligned with School and District goals for improvement;
- school staff development goals are consistent with national standards, state graduation rule and District learner outcomes;
- although staff development funds come into the District and flow to schools based on teacher count, it is the expectation that funds will support the development of all staff and other stakeholders.

CRITERIA FOR SPENDING MONEY:

The purpose of staff development is to enhance the professional performance of all employees in the District so that our mission can be realized: We exist to ensure that all students learn.

The District-wide staff development committee expects that the following criteria for spending money will be communicated to and understood and adhered to by all staff and members of the site community.

All staff development will support student learning through increased/improved staff effectiveness as reflected in the District Improvement Agenda, the School Improvement Plan, and Professional Development Plans.

All staff development funds will demonstrate a clear relationship between specific goals and results. Site staff development committees, in conjunction with their leadership teams will develop a process for assessing the effectiveness of the school staff development activities. Improved student performance must be part of that assessment.

Staff development funds will be focused on development of professional skills and are used primarily for group activities, not individual request. Decisions about how staff development funds will be spent are made by a representative group of the site community and made available to the entire site community.

To maximize skill development, staff development will have follow-up over time and will be supported at the site through the PDP process.

Staff development funds should not be used to pay for college credit portions of the workshop fees.

Expenditures for food, travel, and lodging should be strictly limited and carefully monitored by the staff development committee.

Staff development hourly rate will be paid for the time beyond the defined workday only.

DISTRICT STAFF DEVELOPMENT ADVISORY COMMITTEE. The committee consists of a majority of classroom teachers, and in addition, educational assistants, administrators, other staff, and community members. The committee works collaboratively with Teacher and Instructional Services to:

- prepare a staff development plan that reflects District Strategic Direction and supports District and school staff development efforts;
- annually update District Staff Development Plan;
- support school staff development teams;
- set standards for Exemplary Staff Development Grants to schools;
- evaluate grant proposals and award grants;
- prepare annual report for submission to the state Department of Education;

- allocate staff development funds to schools according to state law, District priorities and referendum requirements.
- This article shall not be subject to the grievance procedure.

ARTICLE IV. BASIC SCHEDULES AND RATES OF PAY

Section A. Salary Schedule: Effective at the start of the 2001-2002 duty year, the salary schedule for the Adult Basic Education teachers shall be increased by 1.5%.

Effective at the start of the 2002-03 duty year an additional step shall be added, the increment between steps shall be increased by \$230.00 and the salary schedule shall be increased by .869% percent.

Effective at the start of the 1999-2000 duty year and thereafter through the 2000-01 duty year, any increases in benefits for the teachers in the K-12 program shall also be provided to the teachers in the Adult Basic Education Program.

Section B. Placement on Salary Schedule: The following rules shall be applicable in determining placement on the salary schedule.

Subd. 1 Initial Placement For Teachers New To The Program: Initial placement for teachers new to the ABE program will be Step 1 of the appropriate lane as verified by official college transcripts.

Subd. 2 Disputes concerning placement: All teachers who disagree with the initial lane and step placement shall have 45 duty days to notify the Human Resources Department in writing. The District's liability in a pay dispute concerning initial lane and step placement shall be limited to no more than one year of retroactive pay.

In instances where an individual teacher is agreeable to an initial step placement other than that as provided above, such exceptions may be made by mutual agreement between the teacher and a representative of the Human Resources department. The Minneapolis Federation of Teachers shall be notified of all such agreements.

Subd. 3. Lane Placement and Reclassification: Request for reclassification may be made at any time the teacher completes the required work. A certified transcript from an accredited training institution showing credits earned and credit hours completed and degree granted, if any, must be submitted to the Human Resources department for evaluation. Any increase in salary to which the individual is entitled by reason of reclassification will be made effective at the beginning of the payroll period following submission of all required documents. However, retroactive salary adjustments shall not exceed forty-five (45) days.

Any transcript received by the Human Resources department not later than Wednesday preceding the Board of Education meeting shall be submitted to the Board for action, providing the transcript meets the requirements. Any delay in the Human Resources department because of a backlog of applications for a salary change will not penalize the individual.

The Human Resources department will not be responsible for making interpretations of transcripts without a written specific request. Credit hours will be allowed as indicated on the transcript.

Subd. 4. Annual Increments: The present salary schedule provides for up to six (6) annual increments in 2001-2002 and seven annual increments in 2002-2003 after approval by the Board of Education. In order to qualify for a full increment, an individual shall have been on the school payroll for not less than one semester, or 110 days in a school year. However, no more than one increment can be earned in any one school year.

ARTICLE V. OTHER SALARY SCHEDULES

The salary schedules for reserve teacher, resident teacher, mentor teacher, hourly flat rate, hourly rate leadership, and staff development rate are reflected in schedules "C", "D" and "E" of this Agreement.

All additional assignments must be in writing and approved in advance if the teacher is to be paid for the activity.

ARTICLE VI. SALARY GUIDES

Section A. General: Teachers shall be paid in accordance with the salary schedule as adopted by the Board of Education.

Section B. Salary Administration: Biweekly checks shall be issued, to date, for each ten (10) days worked including holidays.

Teacher personnel whose service assignment is 38 weeks (190 days) may select a 21 or 26 payday option. If the teacher does not select an option, the teacher shall be paid on the 21 payday option. Teachers may change payday options during an annual enrollment period, to be effective at the beginning of the next school year. Teachers may not change pay options during the school year. The pay option chosen will continue in effect in succeeding years unless changed during the annual enrollment period. New teachers shall be afforded the opportunity to select either a 21 or 26 payday option. All checks during the school year shall be on a bi-weekly basis.

Dates of payment for service assignments extending beyond 38 weeks are scheduled to correspond with the reports of service performed. Such payments will normally coincide with the biweekly payment cycle. The paychecks of all teachers delivered to the schools and all other sites shall be delivered in sealed envelopes.

Section C. Payment for Consulting Teachers: Payment for consulting teacher service is included on the teacher's biweekly check shortly after the remuneration for the service is made by the college to the Board of Education. Usually these checks are sent to the Board of Education after the close of the college quarters or semesters.

Section D. Payment for Demonstration Lessons: Payment for college demonstration lessons and for demonstration lessons for teachers in service is included on the teacher's biweekly check.

Section E. Reserve Teacher Payroll Checks: Payroll checks for assigned long-call reserve teachers are sent directly to the schools. Payroll checks for incidental long-call reserve teachers and short-call reserve teachers are sent directly to their residences.

Section F. Additional Credits: All accredited college, university and professional growth credits earned after an individual's initial Bachelor's Degree shall qualify such individual for advanced lanes according to the specifications prescribed by the agreed upon salary schedule.

ARTICLE VII. GROUP INSURANCE BENEFITS, RETIREE PAYMENTS, DEFERRED COMPENSATION, OTHER INSURANCE AND REIMBURSEMENTS

Section A. Group Insurance Benefits To Eligible Teachers: The District agrees to offer group insurance benefits that includes health, dental, life and disability coverage.

Subd. 1. Insurance Eligibility: To be eligible for insurance benefits, the teacher must be paid on the Adult Basic Education Community Education Salary Schedule, or the Hourly Flat Rate Pay Schedule.

- a. BASIC ELIGIBILITY. The teacher must have a .5 assignment or more to qualify, or be assigned and working 20 hours or more per week at the hourly rate.
- b. COMBINED EMPLOYMENT. Teachers with contract and hourly rate assignments are not eligible unless one of the assignments meets the requirement defined above.
- c. RESERVE TEACHERS. Reserve teachers are not eligible for group insurance benefits.
- d. LEAVES OF ABSENCE. Teachers on an approved leave of absence as defined in Article X may participate in group insurance benefits subject to Section A, subd. 3c.
- e. TEACHERS ON LAYOFF. Teachers who are laid off may continue coverage at the teachers' own expense as provided by federal and state continuation coverage laws. Teachers who are laid off may not continue disability insurance coverage.

Subd. 2. Benefit Coverage: The following benefits are available to insurance eligible teachers. These benefits are subject to the terms of the contract between the insurance carrier and the District.

- a. **HEALTH COVERAGE.** The teacher must enroll to receive health plan coverage. Teachers may enroll in employee only or dependent coverage.
 1. **CONTRIBUTION-TEACHER ONLY.** The District shall pay the full cost of employee only coverage. Teachers enrolled in employee only health plan coverage, who select the health insurance plan with the low cost premium for employee only coverage shall receive a \$500 District payment to the Teacher's Flexible Spending Account (Subd, 4.d.). Teachers with employee only coverage, who select a health plan which is not the low cost plan shall have the \$500 employer contribution to the Teacher's Flexible Spending Account reduced by the annual cost difference between the selected health plan and the low cost health plan.
 2. **CONTRIBUTION-DEPENDENT.** The District shall contribute an additional \$1,500, beginning 2002-2003 the District shall contribute an additional \$2,000 annually toward the cost of dependent coverage. The teacher shall pay the difference between the District contribution and the total cost of the family health plan coverage.
 3. **CONTRIBUTION-MARRIED COUPLE.** Married teachers employed by the District and enrolled in dependent coverage shall each be credited with the teacher only contribution. One spouse designated by the couple shall carry dependent coverage and receive the employee only contribution from both teachers. The District shall contribute an additional \$1,500 and beginning 2002-2003, an additional \$2,000 annually toward the cost of family health plan coverage.
 4. **CONTRIBUTION-DOMESTIC PARTNER.** Effective September 1, 1994, domestic partners employed by the District shall be credited with the teachers only contribution. One partner designated by the partners shall carry dependent coverage and receive the employee only contribution from both teachers. The District shall contribute an additional \$1,500 and, beginning 2002-2003, an additional \$2,000 annually toward the cost of family health plan coverage.
- b. **LIFE INSURANCE.**
 1. **BASIC LIFE INSURANCE.** Insurance eligible teachers are automatically enrolled for \$50,000 (plus Accidental Death and Dismemberment of \$50,000) of District paid basic life insurance coverage. To have a named beneficiary, an enrollment beneficiary designation card must be on file with the District.
 2. **SUPPLEMENTAL LIFE.** Insurance eligible teachers may purchase additional life insurance in \$10,000 increments up to \$100,000 in coverage. Evidence of good health is not required for supplemental life if applied for during the first 30 days of employment.
- c. **DENTAL INSURANCE.** Insurance eligible teachers are automatically enrolled for district paid single dental plan coverage. The teacher must enroll to receive family dental plan coverage.
 1. **CONTRIBUTION-EMPLOYEE ONLY.** The District shall pay the full cost of employee only coverage.
 2. **CONTRIBUTION-DEPENDENT.** The District shall contribute \$300/yr in addition to the full cost of employee only coverage toward dependant

coverage. The teacher shall pay the difference between the District contribution and the total cost of the family dental plan coverage.

3. CONTRIBUTION-MARRIED COUPLE. Married teachers employed by the District and enrolled in dependent coverage shall each be credited with the teacher only contribution. One spouse designated by the couple shall carry dependent coverage and receive the employee only contribution from both teachers.
 4. CONTRIBUTION-DOMESTIC PARTNER. Domestic partners employed by the District shall be credited with the teachers only contribution. One partner designated by the partners shall carry dependent coverage and receive the employee only contribution from both teachers.
- d. DISABILITY INSURANCE. Insurance eligible teachers are automatically enrolled for District paid disability insurance. The disability insurance plan replaces 60% of monthly earnings. The maximum monthly benefit for teachers who become disabled on the first of the month following the 1999-2001 contract ratification is \$3,500. There is a 90 consecutive workday elimination period before benefits begin. The disability insurance benefits are coordinated with MTRFA and social security benefits.
 - e. LONG TERM CARE BENEFIT. Eligibility will be determined by the Plan provider. Eligible teachers shall have the option to participate in the plan on a voluntary basis beginning fall, 2000. Any payments to the Plan provider will not be made on a before-tax basis, however, teachers may choose to have amounts deducted from their after-tax earnings and submitted to the Plan provider on their behalf.

Subd. 3. Enrollment for Insurance Benefits: The teacher is automatically enrolled in dental, life and disability insurance. The teacher must enroll to be covered by health insurance and family dental insurance. Teachers may waive all or some insurance coverage by completing a waiver of coverage form.

- a. INITIAL ENROLLMENT. New teachers or teachers who become insurance eligible must enroll within the first 30 calendar days of becoming insurance eligible.
- b. EFFECTIVE DATE OF COVERAGE. Medical coverage becomes effective the day the completed enrollment forms are received by the Employee Benefit Department. Teachers must be actively at work on the effective date of coverage. Dental coverage becomes effective the first of the month immediately following the enrollment date.
- c. LEAVE OF ABSENCE. Teachers on paid and unpaid leaves of absence may continue health and life insurance. Teachers on paid leaves of absence must pay their portion of premium (if any). Teachers on unpaid leaves must pay the full premium cost for coverage. Failure to pay premium when due will cause coverage to lapse. Teachers who allow health insurance coverage to lapse while on leave, must re-enroll to obtain coverage. A teacher who does not re-enroll within 30 calendar days of returning from leave, must wait for the next open enrollment period to enroll.
- d. MAINTAINING ELIGIBILITY FOR EMPLOYER CONTRIBUTION. The employer's contribution continues as long as the employee remains on the payroll in an insurance eligible position. Teachers who complete their regular school year assignment shall receive coverage through August 31. Teachers receiving long-term disability benefits shall continue to receive the District's contribution for health and life insurance to a maximum of two (2) years from the date the disability insurance elimination period has been completed.

Subd. 4. Before-Tax Benefits:

- a. **INSURANCE DEDUCTIONS.** Premiums deducted from the teacher's check to pay for health or dental insurance coverage are automatically taken on a before-tax basis, unless the teacher has indicated otherwise in writing to the Employee Benefit Office. The premiums paid by the teacher, if any, are not subject to federal, state and Social Security (FICA) taxes. Reports of earnings to MTRFA and pension deductions will be based on gross earnings. The before-tax deductions are subject to the requirements of Section 125 of the Internal Revenue Code as amended from time to time.
- b. **DEPENDENT CARE ASSISTANCE PLAN.** A teacher may designate an amount per year, from earnings on which there will be no federal income tax withholding, for dependent care assistance (as defined in Section 129 of the Internal Revenue Code as amended from time to time) to allow the teacher to work.
- c. **FLEXIBLE SPENDING ACCOUNT (FSA).** Beginning January 1, 1991, a teacher may designate an amount per year to be placed into the teacher's Flexible Spending Account (as defined in Section 125 of the Internal Revenue Code as amended from time to time). The amounts in the account may be used to reimburse the teacher for uncovered medical expenses. Amounts placed in the account are not subject to federal, state and Social Security (FICA) taxes. Reports of earnings to MTRFA and pension deductions will be based on gross earnings.
- d. **FSA HEALTH INSURANCE ACCOUNT PREMIUM.** Beginning January 1, 2003, eligible teachers for single health coverage will receive an employee contribution of up to \$500 payable in cash (taxable) or payable as a direct, non-taxable contribution to the teacher's Flexible Spending Account (FSA) as defined in Section 125 of the IRS tax code, in accordance with Section D. Subd 2 below. The amounts placed in the teacher's FSA are used to reimburse the teacher for medical expenses.

Section B. Retiree Premium Reimbursement: The District shall make an annual payment of up to the amount indicated in the accompanying table for the year of retirement annually to the retiree's Minnesota State Retirement System (MSRS) health savings account for those who meet the eligibility requirements in subd. 1. This payment is to reimburse retirees for medically-related expenses, including health insurance premiums through payments from their MSRS account. The retiree must provide satisfactory evidence of allowable medical expenses to the MSRS before the payment will be transferred from the MRS account. Payments from the account may be transferred electronically. Teachers who show evidence that they are covered by a spouse's medical insurance may be able to opt out of the MSRS health savings account, pending IRS ruling. Any balance in the account at the teacher's death will go to their named beneficiaries. This is a no tax paid in, no tax paid out account, i.e., no taxes are paid on monies going in or leaving the account.

The District shall contribute an annual amount towards Retiree Health Reimbursement for eligible teachers (under subd. 1,) up to a maximum aggregate contribution of \$1,200,00 for 2001-2002 of the contract and \$1,200,000 for 2002-2003. Any amount exceeding these limits will be charged against the next contract settlement.

Subd. 1. Eligibility: All of the requirements must be met.

- a. The teacher retired under the 1983-85, and subsequent contracts as referenced in the table contained in this section.
- b. The teacher retired from the Minneapolis Public Schools at least age 55 with 10 or more years of service credited by the Minneapolis Teachers' Retirement Fund Association, or any age with 30 years of service credited by the Minneapolis Teachers' Retirement Fund Association.

- c. The teacher retired from a position in Minneapolis Public Schools and was eligible for insurance benefits at the time of resignation/retirement.

Subd. 2. Reimbursements: The annual health reimbursement payment amount shall be determined the retiree's retirement date as indicated in the following table.

Retirement Date	Annual Amount
July 1, 1983 to June 30, 1985	\$600
July 1, 1985 to June 30, 1987	\$600
July 1, 1987 to June 30, 1989	\$600
July 1, 1989 to June 30, 1991	\$600
July 1, 1991 to June 30, 1993	\$600
Jan 1, 1992 to June 30, 1993*	\$1550
July 1, 1993 to Mar 25, 1994	\$600
July 1, 1985 to June 30, 1987	\$600
Mar 26, 1994 to June 30, 1997	\$950
Sept 12, 1995** to June 30, 1997	\$1900
July 1, 1997 to June 30, 1998	\$2050
July 1, 1998 to June 30, 1999	\$2150
July 1, 1999 to June 30, 2000	\$2450
July 1, 2000 to June 30, 2001	\$2450
July 1, 2001 to June 30, 2002	\$3000
July 1, 2002 to June 30, 2003	\$3000

* Please note applicable language in the 1991-1993 contract states: " ... and has notified the District of the retirement prior to June 30 1992."

** 1993-1995 contract ratification date

The benefit as defined in this section is subject to Minnesota Statutes 179A.20, subd. 2a which requires that this benefit must be incorporated in future labor agreements in order for the benefit to continue.

Section C. Retiree Insurance: Eligibility. Effective September 1, 1992, teachers who retire and have met the age and service requirement necessary to receive an annuity from the Minneapolis Teachers' Retirement Fund Association (MTRFA) shall have the option to remain in the active employees health and dental group insurance plans. Also, teachers who retired after March 1, 1991, and have continuously participated in the District's health and/or dental insurance plans are eligible to continue coverage beyond the 18-month period under the CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA). Eligible retired teachers may remain in the group indefinitely, although they may be pooled separately after age 65. (MS §471.61 Subd. 2B). Subject to the administrative requirements of the District, the carrier contracts, labor agreement, and state and federal law. Dependents may remain in the group until the retired employee is no longer eligible.

PREMIUM PAYMENT. Retired teachers shall pay the total premium plan plus the additional two percent administrative fee charged under COBRA. The cost of retirees' health insurance, dental insurance, and long term care insurance premiums may be reimbursed from their Minnesota State Retirement System Retiree Health Savings Account. Teachers who pay for COBRA benefits through MSRS will not be charged the 2% administrative fee.

Section D. Deferred Compensation: The District will make an employer payment to deferred compensation, subject to the provisions in this article. The District Payment will be made to the State of Minnesota Deferred Compensation Plan (457) or, through September 30, 2002, to a 403(b) Plan offered through eligible product providers selected by the District and the Union from the State of Minnesota approved provider list. Beginning October 1, 2002, District payment will be made to the State of Minnesota Deferred Compensation Plan (457) or to an unbundled 403(b) plan to be established by the District upon the recommendations of the Labor/Management Benefits Committee, such plan to be established as defined below in this section.

All employer and employee amounts paid to the State of Minnesota Deferred Compensation Plan (457), are subject to FICA, or social security taxes. All employee contributions to 403(b) plans are subject to FICA, but employer contributions to 403(b) plans are not subject to FICA.

The District and the Labor/Management Benefits Committee shall establish an unbundled 403 (b) plan. The unbundled 403 (b) plan may contain 401 (a), 401 (k) and other eligible components, including a "window" to the stock market. Participants' initial enrollment in the plan will occur beginning October 2002 and the plan will be effective January 1, 2003. In connection with the establishment and continuation of the plan, the District and the Labor/Management Benefits Committee shall design the plan, select the plan's administrative and investment providers, be the exclusive manager of the plan's communications with employees, and be responsible for ongoing monitoring of the plan's investments and all administrative services provided to the plan. Employees should ensure deferred compensation payments do not exceed IRS limits. If limits are exceeded, the District will stop deductions to these accounts. Effective January 1, 2002, 457 & 403 (b) limits are as follows:

100% of includable compensation, not to exceed \$11,000 – No more maximum exclusion allowances.

Employer Contributions:

- 403 (b) employer contributions are in addition to your limit
- 457 employer contributions are included in your limit
- Employee deferral limits will increase from \$10,500 (403 (b)) and \$8,500 (457) to:
 - \$11,000 in 2002
 - \$12,000 in 2003
 - \$13,000 in 2004
 - \$14,000 in 2005
 - \$15,000 in 2006, then indexed in \$500 increments
- Participants deferring in a 403 (b) and 457 plan can shelter the maximum in each plan – maximum \$22,000/year.
- Participants age 50 or more will be able to make additional contributions to 403(b), 457.
- 457 catch-up limit for 2002 will be twice the upper limit. The age 50 catch-up may not be used during the regular catch-up.

If a teacher's individual contract is signed after December 1, the teacher will not be eligible for the District Annual Match Payment until the following school year. A teacher who terminates employment with the District prior to the time of the match payment, as a result of resignation, layoff, retirement, or discharge will not be eligible for any further payment to deferred compensation under this section.

Subd 1. District Annual Match Payment: The District shall make an employer matching payment to the State of Minnesota Deferred Compensation Plan (457) or 403(b) Plan offered through eligible product providers selected by the District and the Union from the State of Minnesota approved provider list. Teachers will be automatically enrolled, unless the teacher

declines the benefit during the enrollment period. The payment shall be made in March of the year following the fall enrollment period.

All of the following must be met:

- a. Effective 2001-2002, the District will pay an Annual Match Payment of up to either the per teacher maximum of \$600 per teacher or the aggregate maximum for all teachers of \$1,600,000, whichever is less. Effective 2002-2003, the District will pay an Annual Match Payment of up to either the per teacher maximum of \$600 per teacher or the aggregate maximum for all teachers of \$1,600,000, whichever is less.
- b. The District will match any amount of employee contributions up to the per teacher maximum, or the aggregate maximum amount for all teachers. If the amount of employee deferrals exceeds the aggregate maximum amount, the District match contribution will be Prorated based on amounts elected for deferral by eligible employees, subject to the per teacher maximum. The District's matching contribution will end during the match period if the aggregate maximum amount has been reached.
- c. Only deductions that employees defer during the match period shall be matched by the District.
- d. The teacher must have enrolled during the fall enrollment period, elected to defer, and in fact deferred a qualifying amount during the calendar year, to qualify for the match.
- e. Teachers participating in the match program may not change their deduction amount until after June of the year during which the match payment is made.
- f. Teachers on unpaid leave when the match payment is made in March, who are otherwise eligible under this Article, will be eligible for immediate payment to their deferred compensation account upon returning to paid status provided they return during the same calendar year.
- g. Teachers on leave between January and June who enrolled during the enrollment enrollment period must make their contribution during the calendar year, from September to December, to Qualify for the match.
- h. Amounts paid associated with health care or life insurance coverage choices shall not be used to meet the District Annual Match Payment requirement under this Article.

Subd 2. In March 2002, the District shall make an annual payment of up to \$500 per eligible teacher to the State of Minnesota Deferred Compensation Plan (457) or 403(b) Plan offered through eligible product providers selected by the District and the Union from the State of Minnesota approved provider list, subject to the provisions of this contract, pertaining to teachers who are enrolled for employee-only health plan coverage with the District.

The payment will be reduced by the annual cost difference, if any, between the selected employee-only health coverage and the lowest cost employee-only health coverage plan offered in the District.

Teachers will be automatically enrolled for the payment, unless the teacher declines the benefit during the enrollment period. The payment shall be made in March of the year following the fall enrollment period. This provision will sunset after March 2002 payment to qualified teachers. Thereafter, refer to Section A, Subd. 4.d. of this article for the FSA Health Insurance Premium Account.

Eligibility Requirements:

Teachers must be eligible for insurance and enrolled for employee-only health plan coverage or life insurance only coverage. Additionally, the teacher's name must appear on the November coverage roster of teachers with single coverage or the coverage roster of employees enrolled for life insurance only.

In the case of married teachers employed by the District, the teacher carrying the family health plan coverage is not eligible for the payment. The teacher not carrying the health plan coverage is eligible to enroll and receive the District payment.

Teachers on unpaid leave when the employee only health plan coverage payment is made in March, who are otherwise eligible for the payment under this Article, will be eligible for immediate payment to their deferred compensation account upon returning to paid status.

Section E. Career Transition Trust

Subd. 1. Definition of Plan:

- a. Effective July 1, 1994 and thereafter, teachers who meet the eligibility requirements may participate in the Career Transition Trust by converting the allowable number of accrued sick days, at 100% of their daily rate of pay, into payments to the State of Minnesota Deferred Compensation Plan 457 or 403 (b) Plan offered through eligible product providers selected by the District and the Union from the State of Minnesota approved provider list. The Career Transition Trust plan is an employer contribution which allows for such conversion until the employee reaches the maximum capped deposit for the tier of benefit. The number of days which may be converted is based on the Sick Leave Conversion Account balance being carried forward from the prior teaching year to the school year that the conversion will be made. The maximum benefit due a teacher under the Career Transition Trust plan is based on the teacher's sick leave balance being carried forward from the 1994-95 school year.^f
- b. Teachers may elect to participate in the Career Transition Trust plan at any time they have met the eligibility requirements for participation in Subd. 3.
- c. Teachers who have an accrued sick leave balance of fewer than ninety (90) days upon retirement and/or who have accrued sick leave days at the time of retirement/resignation above the number they are eligible to participate in the Career Transition Trust plan shall be eligible to participate in the Wellness Plan defined in Sect. A. Subd. 4.b.1 and Sect. B of this article.
- d. Teachers hired as defined in Article X. Section A. Subd. 1 after July 1, 1994 and thereafter, including reappointed teachers, are eligible only for the Career Transition Trust plan to the maximum extent they are able to participate in the CTT. The maximum Career Transition Trust benefit for teachers hired after July 1, 1994 and thereafter, shall be fixed at \$20,000 except as defined in Subd. 1.e.
- e. Teachers who continue to accrue sick leave may raise their cap from a \$20,000 cap to a \$25,000 cap upon reaching the required number of days in their Sick Leave Conversion Account.

^f Severance pay/Career Transition Trust Formula: The amount of your severance pay/Career Transition Trust dollars will not increase as a result of contributions to the Career Transition Trust; however, you will be able to deposit a portion of your earned wellness allowance at a rate equal to your current daily rate of pay to an interest bearing, tax-deferred account. You may benefit from the interest earned on that money before retirement, and at retirement, you will have a smaller taxable amount for the year in which you draw your severance pay.

Payroll uses the following agreed upon formula for calculating severance pay at retirement:

Step 1: Calculate the number of your unused wellness (sick leave) days at your daily rate of pay at retirement.

Step 2: Divide this dollar amount by 2 (Severance is paid at 50% of current rate), and subtract the dollars you had already used to invest in Career Transition Trust accounts.

Step 3: The balance is paid in cash and is taxable income.

- f. Payment for the Career Transition Trust conversion and the Wellness Pay is dependent on meeting the requirements stipulated in this article.
- g. Any days that have been converted into the Career Transition trust will not be available for use as sick leave days under this Article.

Subd. 2. Eligibility For Participation in the Career Transition Trust:

a. Sick Leave Balance:

- 1. The balance in the sick leave conversion account is equal to the teacher's current accrued sick leave added to any days previously converted.
- 2. To be eligible to convert accrued sick leave the teacher must have a sick leave balance of at least ninety (90) days prior to the first pay day for teachers in the school year that the conversion will be made, except for teachers who meet the eligibility requirements in 3.
- 3. Teachers must enroll annually to participate in the Career Transition Trust.
- 4. To be eligible for a one time only option to convert accrued sick leave, as provided in subd. 4.a.2.a of this Article, the teacher must be beginning the seventh (7th), eighth (8th), or ninth (9th) year of service and have a sick leave balance in their account of at least fifty (50) days prior to the first pay day for teachers in the school year that the conversion will be made.
- 5. Effective July 1, 1999 and thereafter, teachers taking parenting leave shall have their sick leave conversion account balance reduced at the rate of 1 day for every 2 days of parenting leave when determining the teacher's eligibility to participate in the Career Transition Trust benefit.
- 6. Effective July 1, 1999 and thereafter, teachers using sick leave days for religious observances under Article X, Section E, subd. 1.d., shall not have their sick leave conversion account balance reduced when determining the teacher's eligibility to participate in the Career Transition Trust benefit.
- 7. Teachers who resign and subsequently are reemployed by the District are not credited with their previous sick leave accrual balance.

b. Deposit of Benefit:

- 1. Payment to the State of Minnesota Deferred Compensation Plan (457) or 403 (b) Plan offered through eligible product providers selected by the District and the Union from the State of Minnesota approved provider list shall be made in March of each year the teacher is eligible and elects to participate in accordance with the provisions contained in Article X, Section D, Subd. 3 and Subd. 4.
- 2. The Career Transition Trust is subject to the rules of the State of Minnesota Deferred Compensation Plan under MS 352.96.

Subd. 3. Eligibility for Participation and Conversion Formula:

a. Account Balance:

To calculate the sick leave conversion balance that may be converted to the CTT account, take the current sick leave balance and add it to any days previously converted to the CTT account.

The formula below outlines the formula for conversion of sick leave hours to the CTT account:

1,000 Balance of unused sick leave hours

- 160 Balance of sick leave hours converted to CTT to date
- 1,160 Total sick leave conversion hours (100 + 160)
- 145 Divide by 8 to equal total sick leave conversion days
- 9 Equals number of days eligible for conversion to CTT

b. Annual Conversion:

The conversion is as follows:

- a) Teachers who are beginning their seventh (7th), eighth (8th), or ninth (9th) year of service and have a sick leave balance in their account of at least fifty (50) days may make a one time only conversion up to ten (10) days at their daily rate of pay at the time the deposit is made in accordance with Subd. 3.b of this Article.
- b) Teachers who have a sick leave conversion balance in their account of ninety (90) to one hundred thirty-nine (139) days may convert up to seven (7) days annually beginning 2001-2002 and eight (8) days annually beginning 2002-2003 at their daily rate of pay at the time the deposit is made in accordance with subd. 3.b of this Article.
- c) Teachers who have a sick leave conversion balance in their account of one hundred forty (140) to one hundred eighty-nine (189) days may convert up to nine (9) days annually beginning 2001-2002 and ten (10) days beginning 2002-2003 at their daily rate of pay at the time the deposit is made in accordance with subd. 3.b of this Article.
- d) Teachers who have a sick leave conversion balance in their account of one hundred ninety plus (190+) days may convert up to eleven (11) days annually beginning 2001-2002 and twelve (12) days beginning 2002-2003 at their daily rate of pay at the time the deposit is made in accordance with subd. 3.b of this Article.

c. Conversion Caps:

- 1. Effective July 1, 1994 and thereafter, teachers currently employed with the District who have a sick leave balance of fewer than ninety (90) days being carried forward from the prior teaching year to the school year in which they retire, shall be eligible for the Wellness Plan as defined in Section B. The District's pay-out will be calculated using the Wellness Plan formula and will not exceed \$20,000.
- 2. Teachers shall be able to participate in the Career Transition Trust up to the following amount at any time they have a sick leave balance of at least ninety (90) days being carried forward from the prior teaching year to the school year in which their conversion will be made:
 - Tier 1. Teachers who have a sick leave balance of ninety (90) to one hundred thirty-nine (139) days prior to the first pay day for teachers in the school year that their conversion will be made shall have their benefit capped at \$20,000.
 - Tier 2. Teachers who have a sick leave balance as of one hundred forty (140) to one hundred eighty-nine (189) days prior to the first pay day for teachers in the school year that their conversion will be made shall have their benefit capped at \$25,000.
- 3. Teachers not able to reach the maximum cap for their tier at retirement by converting allowable sick leave days may convert any remaining accrued sick leave days at 50% of their daily rate of pay up to the maximum cap for which they were

eligible at the time of their retirement. The teacher may elect to have all or part of the payment placed into the teacher's account with the State of Minnesota Deferred Compensation Plan 457 or 403(b) Plan through eligible product providers selected by the District and the Union from the State of Minnesota approved provider list, consistent with the requirements of the plan. The balance, if any, will be paid directly to the teacher. The eligible product providers selected by the District and the Union from the State of Minnesota approved provider shall be responsible for working with teachers to determine the allowable amount of contributions.

4. Teachers who have an accrued sick leave balance of one hundred forty (140) or more days being carried forward from the prior teaching year and who elect to participate in the Career Transition Trust, shall have a benefit not to exceed the amount of accrued sick leave times half of their daily rate of pay at the time of separation from service with the Minneapolis Public Schools.

Subd. 4. Employees should ensure contributions do not exceed IRS limits. If limits are exceeded, the District will stop deductions.

Subd. 5. Survivor Benefits Under the Career Transition Trust Plan:

- a. The Career Transition Trust account shall be disbursed to the teacher's named beneficiary on the Deferred Compensation Plan in Article XII, Section A. Subd. 2.b.
- b. For those teachers who participate in the Career Transition Trust and who are eligible for Wellness Pay the following shall apply:
 1. Career Transition Trust account shall be disbursed to the teacher's named beneficiary for the Deferred Compensation Plan.
 2. Wellness Pay shall be disbursed to the teacher's named beneficiary or estate in the event the teacher dies before separation from the school district provided that the teacher is fifty-five (55) years of age or was credited with thirty (30) years of service in the Minneapolis Teacher's Retirement Fund.
 3. Once wellness pay is deposited in a Minnesota State Retirement System account, any unused monies at the time of the teacher's death will be disbursed to the teacher's beneficiary or estate.

Section F: Interim Pay

The superintendent will approve interim pay for teachers who, on the first school day of the academic year at the end of which they retire, have 90 days or more accrued sick leave. Teachers who have 90 days or more will receive 5 days interim pay on the pay day following spring break. Teachers who have 140 or more accrued sick leave days will receive 10 days interim pay divided over the two pay days following spring break. Teachers who have 190 or more accrued sick leave days will receive 15 days interim pay spread equally over the three pay days following spring break.

Section G. Wellness Pay Plan and Minnesota State Retirement System Retiree Health Savings Account: Teachers who do not participate in the Career Transition Trust, shall receive at the time of separation from service with the Minneapolis Public Schools, have fifty (50) percent of their unused sick leave at their daily rate of pay, provided they are fifty-five (55) years of age or are credited with thirty (30) years of service by the Minneapolis Teachers Retirement Fund placed in the Minnesota State Retirement System (MSRS) Health Care Savings Plan. Effective October 2002 an online application will be in place through the district website.

Wellness pay shall be disbursed in a lump sum payment directly to the teacher's Health Care Savings Plan account in the year of retirement tax free. Payment shall be made by September 30 of the year of retirement.

In the event a teacher dies before all or a portion of the wellness pay has been disbursed, the balance due shall be paid to the beneficiary named for the basic life insurance coverage in Article

XII, Section A., Subd. 2.b. The wellness pay shall be disbursed to the teacher's named beneficiary or estate in the event the teacher dies before his/her separation from the school district.

Section H. Other Reimbursement and Insurance Benefits: The District will provide the following coverage.

Subd. 1. Mileage: Mileage for use of personal automobiles for approved business shall be reimbursed at the prevailing Internal Revenue Service Rate.

Subd. 2. Teacher Telephones: In order to increase communication among teachers, students, parents and the community, the District will continue to complete the installation of a new telephone system for accessibility of telephones for every teacher's use. All new construction and newly remodeled sites will be wired at the time of construction and/or remodeling to facilitate the installation of telephones in every classroom and office for external communication. Existing sites will be on line with individual telephones and voice mail to maximize professional responsibility, safety, communication, privacy and accessibility. The District will provide training for effective use of the system, and teachers will fully utilize the system for maximum effectiveness.

Where individual classroom and office telephones are not yet available, a telephone (dedicated line) shall be maintained in each school building on the basis of need for the use of teachers and in locations convenient to teachers. A telephone so installed may be disconnected during the summer months in those schools not in session. Teachers shall reimburse the school for chargeable personal calls.

Subd. 3. Deduction for Education Fund: An Education Fund payroll deduction will be made available starting January 1, 1996. The purpose of the fund is to help teachers save for their children's college and/or their own continuing education. The District will provide the after-tax payroll deduction. Deductions may also be made to an after-tax IRS 529 plan. A 529 plan is an after-tax investment with no tax consequences on the gain as long as the money is used for education.

Subd. 4. Teacher Internet Access: In order to provide teachers access necessary to fully utilize current and near future Internet capacity, to freely access electronics based District functions and services, to easily communicate electronically, and to provide the most up-to-the-minute information for classrooms, teachers need classroom/office computer network/Internet access.

The District shall continue toward a goal of an Internet accessible, networked computer on every teachers' desk by spring 2000. All new construction and newly-remodeled sites shall be wired at the time of construction and/or remodeling to facilitate the computer networking of every teacher's work area. Existing sites shall be brought on line in a timely manner so that teachers may use electronic data entry and retrieval with such District functions as transfer and reassignment interview requests and summer school applications.

The District will provide training for effective use of the system, and the effective use of the computer and network access as an integrated element of effective instruction in the delivery of specific curricula. The teachers will seek and receive necessary training, will use the Internet and other network capacities, will activate and use their e-mail access, and will be able to explain how they have integrated the available technology into their practice.

Subd. 5. Computer Availability: In order to effectively utilize technology in the practice of teaching and the execution of teachers' responsibilities, the District Technology Committee shall, by the 2000-2001 school year, move toward a goal of providing teachers access to a computer lease program and move toward a goal of having laptop computers available at worksites at a ratio of one computer for every fifteen teachers for use by teachers for school related activities.

Subd. 6. Computer Training for Teachers: The District will provide training for effective use and networking of the laptop computers as integrated elements of effective instruction in the delivery of specific curricula. The teachers will seek and receive necessary training, will use the

laptop computers, and will be able to explain how they have integrated this technology into their practice.

Section I. Perfect Attendance

To reduce voluntary absences, each teacher who has no personal illness, family illness or personal leave with and without pay absences during the school year may choose:

- a. to add the equivalent of one (1) sick leave day to the teacher's total sick leave hours; or
- b. to have the District contribute the amount equivalent to one (1) of the teacher's sick leave days to the teacher's account in the State of Minnesota Deferred Compensation Plan (457) tax sheltered annuity or 403(b) plan approved provider selected by the District and the Union.
- c. If the teacher has retired by the time of the election period, the teacher has the option of cashing out one sick leave day at 50% of their daily rate of pay at retirement or having the equivalent of one day at the full value of their daily rate of pay at retirement into their 403 (b) or 457 account.

ARTICLE VIII. LEAVES OF ABSENCE

Section A. General: A leave of absence for a period not to exceed one school year may be granted for illness in the family, study, travel, or other reasons deemed adequate by the Superintendent of Schools. Extension of any such leaves will not be granted unless the Superintendent of Schools so directs. No leave shall be extended beyond three years, except for

leaves under Sections H and long-term disability. Teachers released to teach in dependent schools may be granted a leave of absence for two years. schools service may be granted a leave of absence for two (2) years. No credit for an annual increment shall be granted to teachers on an unpaid leave under the provisions of this article except as indicated for military, Peace Corps/VISTA, organizational and public service leaves.

A leave of absence is a teacher absence of eleven (11) or more consecutive duty days, paid or unpaid. All requests for, extensions of, changes to, and returns from leaves of absence shall be submitted on the appropriate form to the ABE Administrator for approval with the original copy sent to the Human Resources Department. In instances where privacy is desired by the teacher, the teacher may request the leave of though the ABE Administrator with the medical documentation to be submitted to the Human Resources Department for review and approval. Applications are not considered to be approved until reviewed and authorized by the Human Resources Department.

Eligibility for a Leave of Absence:

Teacher must have been employed as a teacher by the Minneapolis Public Schools for at least one (1) year and have worked at least 1,250 hours over the previous twelve (12) months to be eligible for leave under the Family Medical Leave Act (FMLA)(see Sec. B). FMLA covered leaves may be taken for up to twelve (12) weeks. The purpose of an FMLA covered leave is to take care of yourself or an immediate family member in the case of a serious illness, child care leave, medical leave, foster care leave, etc.

Medical documentation shall be required for all medical leaves, and relevant documents may be required for other leaves.

Only non-probationary teachers are eligible for organizational, study, and personal leave.

Except for military and child care leaves and the leave portion of a job share, no leave of absence may be approved for a probationary teacher for more than three (3) months unless deemed advisable by the Human Resources Department.

A leave of absence, including an FMLA covered leave, taken during the probationary period will extend the probationary period by a number of duty days of the leave of absence.

Guide to Leaves Sections:

Section B Family Medical Leave Act

Section C Wellness Pay Leaves

- Subd. 1. Sick Leave
- Subd. 2. Sick Leave Pool
- Subd. 3. Sick Leave Donation
- Subd. 4. Personal Leave and Religious Observance

Section D Extended Leave - General

- Subd. 1. Leave Process
- Subd. 2. Leave without Pay
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Section H Other Leaves

- Subd. 1. Legal Reasons
- Subd. 2. Military
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- Subd. 4. Organizational and Public Service

Length of Leave:

- A personal or medical leave of absence for a non-probationary teacher may be extended annually up to a maximum of three (3) years
- A parenting leave may be approved for up to one (1) year. Teachers returning from a parenting leave of one (1) year or less retain the right to return to their previous work location. At the end of the one (1) year, non-probationary teachers may change their leave to a personal leave and extend it annually for up to two (2) additional years. Teachers returning from leaves of more than one (1) year have a right to return to a position in the Minneapolis Public Schools ABE Programs.
- Organizational and public service leaves are approved for the duration of the term and may be extended if the teacher is re-appointed/re-elected.
- A teacher exchange with another school district may not be extended beyond one (1) year.
- A teacher exchange with another educational agency may be approved for up to one (1) year and may be extended annually.

Return from Leave:

Prior to returning from a leave of one (1) or more years, teachers shall submit the designated form indicating their intent to return to the district prior to February 1 of the school year preceding the school year they intend to return. All returns from leave shall be reviewed and approved by the Human Resources Department.

Teachers returning from a medical leave shall submit the appropriate form from their doctor indicating that they have medical clearance to return prior to reporting to work.

Teachers returning from a leave of one (1) year or less shall submit the form(s) to their principal/supervisor.

Teachers returning from a personal, medical or parenting leave of one (1) year or less retain the right to return to their previous work location. If there is a staff reduction the canvassing process that includes the teacher on leave will be followed pursuant to the Transfer and Reassignment Process.

Teachers returning from leaves of more than one (1) year shall submit the form(s) directly to the ABE Manager.

Teachers returning from leaves of more than one (1) year have a right to return to a position in the Minneapolis Public Schools, ABE Program.

Section B. Family Medical Leave Act: The Federal Family Medical Leave Act (FMLA) of 1993 provides additional rights while on leave of absence. Employees may take up to twelve (12) calendar weeks of leave per calendar year to care for a spouse/child/parent, care for oneself, or due to the birth/adoption of a child(ren) or foster child(ren). Teachers shall return to their position if the position still exists. Health insurance costs would be the same as if the employee was actively working for that twelve (12) week period as defined in Article X, Group Benefits. To determine if a leave under the provisions of the Family and Medical Leave Act will be a paid or unpaid leave of absence contact the Minneapolis Public Schools Employee Benefits Department.

Section C. Wellness Pay Leaves:

Subd. 1. Sick Leave:

A. Yearly Sick Leave Allowance: Teachers absent from duty because of personal illness or injury shall be allowed sick leave allowance at the rate of one (1) day per month in accordance with the following guidelines:

1. ANNUAL ALLOWANCE. Teachers actively employed with the Minneapolis Public Schools at the start of the school year shall be granted a credit of ten (10) days of sick leave allowance beginning the first day of active employment. This credit shall be considered an advance of the normal cumulative allowance of one (1) day of sick leave for every month on duty during the entire regular school year.
2. CUMULATIVE SICK LEAVE. The normal cumulative sick leave allowance each year shall be ten (10) days for employees on 38 through 42 week assignments. Teachers on eleven (11) and twelve (12) month assignments shall receive one (1) day per month up to a maximum of twelve (12) days each year. A teacher shall be permitted to carry forward the unused portion of sick leave without limit.

The balance of accumulated sick leave shall be printed on the teacher's bi-weekly statement of earnings.
3. EXTENDED ASSIGNMENTS. Teachers may use accumulated sick leave for absences due to illness during their work year as defined in this contract.
4. MAJOR ILLNESS OR INJURY IN FAMILY. Teachers may use their accumulated sick leave for major illness or injury (defined as: one of a serious nature with the possibility of complications and/or death) of a member of the immediate family as defined in Section E, Subd. 2. of this article.
5. UNEARNED SICK LEAVE. Teachers terminating employment with the Minneapolis Public Schools shall be required to reimburse the Minneapolis Public Schools for sick leave days taken but not earned.
6. LESS THAN FULL-TIME/FULL YEAR. Teachers who are assigned .4 and less are not eligible for sick leave. Teachers who are assigned .5 or more receive a prorated amount of sick leave based on their assignment. Teachers working less than a full school year may have their sick leave allowance pro-rated to the portion of the year they work unless otherwise indicated.
7. ILLNESS OR INJURY OF CHILD. Teachers may use accumulated sick leave for illness or injury of their child(ren)

B. Reserve Teachers Sick Leave Allowance: Reserve teachers on long-call assignment will be permitted one (1) day of sick leave for each school month of twenty (20) consecutive duty days served during the school year. Sick leave may be accumulated to a maximum of sixty (60) days. A break in employment of fifty-nine (59) consecutive days not worked, not including scheduled recess or vacation periods when students are not in session, shall result in loss of accumulated sick leave days.

Subd. 2. Sick Leave Pool:

A. Purpose: The purpose of the Sick Leave Pool is to provide additional sick leave days to those teachers suffering from a catastrophic accident or illness or a serious recurring illness as verified by the teacher's physician and substantiated in writing by a third party claims administrator.

B. Qualification: To qualify as a catastrophic accident or illness, for the purpose of this Sick Leave Pool provision, the teacher must have:

an accident with major injury causing absence by the teacher over an extended period of time and is substantiated in writing by the claims administrator; or

a serious illness causing absence by the teacher over an extended period of time and is substantiated in writing by the claims administrator; or

a serious and recurring illness causing periodic absences by the teacher over an extended period of time and substantiated in writing by the claims administrator.

C. Membership:

1. Teachers of the Minneapolis Public Schools, as defined in the Agreement, are eligible to be members of the Sick Leave Pool. Effective as of the 2002/2003 school year, teachers must be non-probationary to be eligible for full membership. Teachers shall be granted full membership upon successful completion of their probationary period.

Teachers hired as of the 2002/2003 school shall have membership limited to up to thirty (30) days of access during their probationary period.
2. In order to become members, teachers must donate one (1) day and no more than one day, the first year to the Sick Leave Pool, in order to establish a minimum of 2,000 days in the Sick Leave Pool. Should the number of days in the Sick Leave Pool at the end of the school year be fewer than 2,000, each member shall donate one (1) day and no more than one day the following school year.
3. A request to withdraw from membership in the Sick Leave Pool must be in writing to the Sick Leave Pool Committee prior to ten (10) working days after the first duty day for all teachers.
4. Teachers who have accessed the Sick Leave Pool shall remain members of the Sick Leave Pool for the duration of their career in the Minneapolis Public Schools.
5. All days donated to the Sick Leave Pool shall be irretrievable by the donor.
6. Teachers shall be eligible to join the Pool within thirty (30) days after completion of their probationary period or within thirty (30) calendar days of the beginning of any succeeding school year. Each new member shall contribute one (1) day of current sick leave to the Sick Leave Pool at the time of joining. Upon joining, teachers shall donate a number of days equal to the number of days they would have donated had they been a member of the Sick Leave Pool from the time they were first eligible.
7. Teachers who become members of the Sick Leave Pool and who are working less than full-time shall be eligible for benefits only for the pro rata portion of the school day for which they are employed.

D. Administration:

1. The Sick Leave Pool shall be administered by the Sick Leave Pool Committee composed of three (3) persons appointed by the exclusive representative of teachers and one (1) non-voting member to be appointed by the Human Resources Department.
2. The Minneapolis Public Schools will contract with a third party claims administrator to determine the Sick Leave Pool eligibility.
3. The claims administrator shall provide quarterly reports to the Sick Leave Pool Committee.
4. The Sick Leave Pool Committee and claims administrator shall present an accounting of the Sick Leave Pool's operation to the Contract Administration Committee at the beginning of each school year. The accounting shall include, but not be limited to, a listing of current members, the total numbers of days used during the previous year, and the costs.
5. The Sick Leave Pool Committee shall accept the recommendations of the claims administrator and these determinations shall not be subject to the grievance procedure.

E. Access to and Operation of the Sick Leave Pool:

1. Teachers hired as of the 2002/2003 school shall have membership limited to up to thirty (30) days of access during their probationary period. Teachers shall be granted full membership upon successful completion of probation

The use of Sick Leave Pool days during the probationary period shall deduct such number of days from their life-time total allowance.
2. Teachers are not eligible to use accumulated Sick Leave Pool days until five (5) consecutive duty days after the depletion of their individual accumulated sick leave in each instance. If however, the illness is of a recurring nature, the five (5) day waiting period may be waived. A recurring illness is one which recurs within six (6) months.
3. Sick Leave Pool days shall be used only for personal illness of teachers.
4. To access the Sick Leave Pool, the teacher shall complete an application. An attending physician's statement must be completed by the teacher's personal physician verifying that the teacher is/was unable to work. The application and attending physician's statement shall be submitted to the Minneapolis Public Schools Employee Benefits Department within fifteen (15) days of the teacher exhausting her/his sick leave. All claims and claims procedures will be administered by the claims administrator hired by the Minneapolis Public Schools.
5. Sick leave days from the Sick Leave Pool may be drawn for only those weeks of the school year that the teaching contract is in force.
6. Teachers on personal and study leaves of absence are not eligible for benefits from the Sick Leave Pool.

F. Benefits:

1. Effective July 1, 1994, a teacher who draws days from the Pool shall receive 80% of his/her daily rate of pay.
2. Effective July 1, 1994, the maximum pool benefit shall be one hundred eighty five (185) days during their career as a teacher in Minneapolis.
3. A teacher who draws days from the Sick Leave Pool shall not exceed eighty-five (85) consecutive days for any one (1) occurrence.

Sick Leave Pool benefits shall end upon a member's qualifying for benefits for either the LTD insurance plan or the Minneapolis Teachers Retirement Fund Association plan, or if the member has already accessed the Pool for the maximum of one hundred eighty five (185) days during his/her teaching career in Minneapolis.
4. Beginning the 2001/2002 school year, teachers seeking Sick Leave Pool benefits for mental health reasons who are hospitalized may access the Sick Leave Pool for up to eighty-five (85) consecutive duty days for any one (1) occurrence, and up to one hundred eighty-five (185) days during their teaching career in the Minneapolis Public Schools.
5. Beginning the 2001/2002 school year, teachers seeking Sick Leave Pool benefits for mental health reasons who are **not** hospitalized may access the Sick Leave Pool for up to sixty (60) consecutive duty days for any one (1) occurrence, and up to ninety-three (93) days during their teaching career in the Minneapolis Public Schools.

6. Sick Leave Pool benefits shall end upon teachers qualifying for benefits for either the long-term disability (LTD) insurance plan or the Minneapolis Teachers Retirement Fund Association plan, or if teachers have already accessed the Pool for the maximum of one hundred eighty five (185) days during their teaching career in the Minneapolis Public Schools.

G. Exclusions: Sick Leave Pool days will not be available for any treatment and/or surgery that is considered elective in nature as determined by the claims administrator.

Subd. 3. Sick Leave Donation Program.

A. Purpose This program provides an opportunity for teachers to donate days to other teachers in certain situations where a teacher has experienced a catastrophic illness or catastrophic injury with special, extenuating circumstances that results in not being eligible for or exhausting all other benefits. It is the responsibility of the Minneapolis Public Schools, in consultation with the Human Resources Department, to ensure that the requirements of the program are followed.

B. Donation Program Description.

1. This is a leave-to-leave donation program, under which the teacher recipient does not have the option to convert the donated leave into cash.
2. A teacher recipient does not accrue leave benefits while accepting leave donations.
3. A donor teacher may contribute sick leave to a specific teacher recipient by means of a centralized pool that is administered by the Human Resources Department and the Sick Leave Pool claims administrator for assessment of eligibility.
4. Eligible teacher recipients will provide the necessary eligibility and medical documentation to the Human Resources Department. The Human Resources Department will notify the bargaining unit of the teacher's eligibility.
5. The Union will communicate to other teachers the needs of the teacher for donations.
6. Teacher recipients may not use this program to care for a spouse or dependent.

C. Eligibility For Recipients

1. The teacher shall have experienced a catastrophic illness or injury with special, extenuating circumstances that results in not being eligible for or exhausting all other benefits.
2. The teacher will become ineligible for this program once any other source of income (e.g., worker's compensation or Social Security Insurance) becomes available.
3. The teacher may access as many days as are donated in their name as long as medical certification supports their eligibility.
4. The teacher may only receive sick pay from this program for duty days missed during the regular school year. Such pay will not extend to additional assignments such as overload time, summer session time, or hourly rate assignments.

D. Clarification For Donors

1. Donor recipients may contribute any number of days from their sick leave balance in any one (1) fiscal year to the sick leave bank for use by an eligible teacher recipient. Leave may be donated in full day increments only (8 hours).
2. The donation is not tax-deductible to the donating teacher and will result in recognition of increased wages and taxes to the donor teacher.

3. Any donated leave not used will be transferred to the Sick Leave Pool

Subd. 4. Personal Leave and Religious Observance:

A. Personal Leave: Three (3) non-cumulative personal leave days, deducted from sick leave, may be taken and shall be granted each year for incidents involving special obligations or emergencies which cannot be scheduled on non-duty days and are not available under other leave provisions. Two (2) additional non-cumulative personal leave days, deducted from sick leave, may be taken and shall be granted each year. If teachers use these additional personal leave days, their pay will be reduced by the equivalent amount of the Short Call Daily Rate.

Personal leave days shall be granted according to the following guidelines:

1. Personal leave days shall require no explanation, however prior notification of absence for personal leave may be requested by building principal/supervisor.
2. In emergency situations, written notification of personal leave may be requested after the leave has been taken. It is understood that the teacher will assume the responsibility in such an emergency of notifying the building principal/supervisor at the earliest possible time of the absence.

B. Religious Observance: Teachers may use four (4) days leave per school year for religious observances. Prior notification of absence for religious observance may be requested by building principal/supervisor

Teachers who use such days for observance of religious holidays have the following options:

1. The teacher may choose to take up to four (4) religious observance days not deducted from personal leave nor from sick leave, however teachers' pay shall be reduced by the equivalent amount of the Short Call Daily Rate, Reserve Teacher Salary Schedule E;

OR as an alternative,

2. The teacher may choose to take up to four (4) religious observance days not deducted from personal leave, however such days shall be deducted from sick leave. In addition, the following shall apply:
 - a Effective July 1, 1999, teachers using sick leave days for religious observances shall not have their sick leave conversion account balance reduced when determining the teacher's eligibility to participate in the Career Transition Trust benefit.
 - b Effective July 1, 1999, teachers using sick leave days for religious observances shall not have their days reduced when determining the teacher's eligibility to participate in the 100% Attendance benefit

Section D. Extended Leaves - General

Subd. 1. Leave Process:

A. Extension of Leaves: The purpose of this section is to provide stability of programs in the planning and staffing process.

1. Non-probationary teachers who intend to return to active duty from leaves of absence shall provide written notice to the Human Resources Department prior to February 1. Failure to provide written notice to return to duty to the Human Resources Department prior to February 1 will result in the loss of the right of return from the leave of absence for the following school year. Teachers whose leaves are extended beyond one (1) year will lose their right of return to their site or program. A leave of absence for a non-probationary teacher may be extended annually up to a maximum of three (3) years. Extensions of leaves will be granted as defined in Section A of this article. A form requesting return to duty or an

extension of a leave of absence may be secured by contacting the Human Resources Department.

2. Probationary teachers who intend to return to active duty from leaves of absence shall provide written notice to the Human Resources Department prior to February 1. Probationary teachers are not eligible to renew a leave of absence beyond one (1) year.

B. Return to Duty After Absence: Teachers who are absent shall notify principal/supervisor before the close of a school day on the day previous to their return to duty in order that reserve teachers may be released before they leave the building. In case a reserve teacher reports for duty the following day due to the teacher's failure to notify the principal/supervisor, the reserve teacher will remain for the day and the teacher will forfeit the reserve teacher's salary.

C. Medical Reports: Teachers returning from a medical leave shall submit the appropriate form from their physician indicating that they have medical clearance to return prior to reporting to work. When returning from a medical leave, teachers shall submit the designated forms indicating their intent to return to work.

D. Return from Leave: Granting a leave of absence signifies that the teacher will be employed at the end of the leave if there is a position for which the teacher is qualified.

Subd. 2. Leaves of Absence Without Pay: A leave of absence without pay may be taken for any number of consecutive days up to a maximum of fifteen (15) days upon two (2) weeks prior notice to the building principal/supervisor. Such leaves of absence shall not be taken more than twice in the contract period, and no more than once in a school year, the total days not to exceed the fifteen (15) day maximum for the contract period. Paid leave may not be used during an unpaid leave of absence. Not more than five percent (5%) of the teachers in the ABE Program or one (1) teacher, whichever is greater, may utilize such leave at any one time.

Subd. 3. Leaves for Probationary Teachers: Except for military and child care purposes, no leave of absence will be granted to probationary teachers for more than three (3) consecutive school months, unless the Human Resources Department deems it advisable to grant a leave until the end of the year covered by the current contract.

Except for military and child care purposes, any leave of absence of a period longer than three (3) months constitutes a break in service and will be interpreted as termination of employment unless prior arrangement has been made for return.

Section E. Extended Leaves - Medical: Teachers who are unable to perform their duties because of personal illness may be granted a leave of absence for one (1) year. This leave may be extended for a maximum of two (2) additional years upon request at the end of each year.

Subd. 1. Parenting Leave (Maternity, Paternity, Adoption):

A. Purpose and Procedures: A leave of absence shall be granted to a teacher for the purpose of providing full-time care for a new-born or newly adopted child(ren). Whenever possible, arrangements for such leaves shall be made at least 45 days prior to the beginning date of the leave. Arrangements for leaves granted for purposes of adoption shall be made upon official notification of the pending adoption. A planned date of return to duty shall also be arranged at the same time. Changes in the dates planned for beginning or ending of parenting leave shall be granted only if requested at least twenty (20) calendar days prior to the originally scheduled date.

B. Effective Dates of Leave: Any leave that results from the birth or adoption of a child that is medically necessary as evidenced by a physician's statement is covered by the sick leave provisions of this agreement. Teachers are encouraged to meet with the building principal/supervisor in considering the particular educational need of the students in their classroom in selecting an effective date for beginning of and/or returning from such leave.

Unpaid leaves granted for maternity, paternity and adoption shall not extend beyond one (1) calendar year except when the ending date would occur after April 15, in which case the leave may be extended until the first duty day for teachers of the next school year, unless an earlier return date is approved by the Human Resources Department. A teacher may return for summer school employment. Failure to return to duty upon termination of leave shall be considered grounds for discharge.

C. Interruption of Leave: Upon five (5) duty days notice of intent to return to duty, a teacher may return to duty prior to the approved ending date of leave in the event of interruption of pregnancy or cancellation of adoption.

D. Use of Sick Leave: A teacher may use sick leave for maternity or paternity pursuant to the sick leave provisions of this Agreement. A statement from the teacher's personal physician shall be submitted to the Minneapolis Public Schools concerning the medical circumstances that require the leave.

E. Return to Duty: Teachers returning from a maternity leave shall submit the appropriate form from their doctor indicating that they have medical clearance to return prior to reporting to work. When returning from a parenting leave, teachers shall submit the designated form indicating their intent to return to work. The teacher shall return to the same position if the position still exists. The teacher shall return to the same site, unless the teacher is the least senior in their licensure area/department, or chooses excess status through the canvassing process pursuant to the Transfer and Reassignment article's section on Staff Reduction.

F. Adoption: In the case of adoption, teachers may use their sick leave for up to twenty-two (22) duty days prior to the arrival of an adopted child(ren) when the adoption procedures include a legal requirement that the adopting parent be present. Such use of duty days need not be used consecutively.

Teachers may use up to twenty-two (22) duty days following the arrival of the adopted child(ren).

G. Probationary Teachers: For probationary teachers may take up to one year of child-care leave. A leave of absence for longer than three (3) months shall constitute a break in the probationary period, and the probationary period shall be extended by a period of time equal to the total number of duty days on leave beyond the first three (3) months. Teachers who have been officially notified that their contract will not be renewed are no longer eligible for parenting leave benefits beyond the end of the school year. A request for parenting leave shall not be used as a basis for non-renewal of contract. (see also Section D. subd. 3.)

Subd. 2. Critical Illness or Death in Family:

1. DEATH IN THE FAMILY. Teachers, including those assigned as long call reserves, may be granted a leave of absence for up to five (5) days in the event of the death of the teacher's mother, father, sister, brother, spouse, significant other, child, aunt, uncle, niece, nephew, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law/brother-in-law, parents of significant other, spouse's immediate family, anyone who has the position of parent or child, or any person who has been a member of the teacher's household immediately prior to the critical illness or death of the individual.

2. CRITICAL ILLNESS. Critical illness is defined as an illness where death is impending, but recovery is possible. Teachers, including those assigned as long call reserves, may be granted a leave of absence for up to five (5) days in the event of the critical illness of the teacher's mother, father, sister, brother, children, spouse, significant other, parents of spouse, or parents of significant other and anyone who has the position of parent or child, or any person who has been a member of the teacher's household immediately prior to the critical illness.

3. LEAVES FOR CRITICAL ILLNESS AND DEATH IN THE FAMILY. Such leaves shall be with pay and shall not be deducted from the teacher's sick leave. The District reserves the right to require proof of critical illness or death.

4. CRITICAL ILLNESS OR DEATH OF A FRIEND. Teachers may take up to two days, to be deducted from the teacher's cumulative sick leave for the critical illness or death of a friend.

5. The changes in this provision shall continue through June 30, 1995.

A. Death In The Family: Teachers, including those assigned as long-call reserves, may be granted a leave of absence for up to five (5) consecutive days per event for the death of the teacher's mother, father, sister, brother, spouse, significant other, child, aunt, uncle, niece, nephew, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law/brother-in-law, parents of significant other, spouse's immediate family, anyone who has the position of parent or child, or any person who has been a member of the teacher's household immediately prior to the critical illness or death of the individual.

Documentation may be requested.

B. Critical Illness: Critical illness is defined as an illness where death is impending, but recovery is possible. Teachers, including those assigned as long-call reserves, may be granted a leave of absence for up to five (5) days in the event of the critical illness of the teacher's mother, father, sister, brother, children, spouse, significant other, parents of spouse, or parents of significant other and anyone who has the position of parent or child, or any person who has been a member of the teacher's household immediately prior to the critical illness. Such leaves shall not exceed fifteen (15) days in a single contract period.

Documentation may be requested.

C. Leaves for Critical Illness and Death in the Family: Such leaves shall be with pay and shall not be deducted from the teacher's sick leave. The Minneapolis Public Schools reserves the right to require documentation of critical illness or death.

D. Critical Illness or Death of a Friend: In addition to utilizing unused Personal Leave days, teachers may take up to two (2) days, to be deducted from the teacher's cumulative sick leave for the critical illness or death of a friend.

Subd. 3. Absence because of Quarantine: Teachers who are absent because their residence is under quarantine shall be allowed full pay up to seven (7) duty days.

Section I. Legal Commitments and Transactions:

Section F. Leadership Leaves: A non-probationary teacher in the Adult Basic Education program may request a "Leadership Leave" as a TOSA, mentor or comparable position for a period not to exceed three (3) years in order to accept a leadership position in the adult basic education program. The teacher may continue in the leadership position beyond three (3) years; however, the leave would expire, requiring the vacated position to be placed on the bid list.

When a teacher is on leadership leave, s/he is entitled to return to the teaching position (same location, same FTE, same position). If the original position no longer exists, the manager shall, in consultation with the teacher, identify a comparable position as long as it does not displace a non-probationary teacher.

A teacher can return to the original teaching position only at the beginning of a school year/assignment or at such time as causes the least disruption unless approved by the manager of the adult basic education program.

Section G. Study Leaves

Subd. 1. Leaves for School Purposes: Teachers may be granted a leave of absence without loss of pay to observe methods of teaching, attend professional meetings, or for other school

purposes. Requests for such leaves shall be made in writing to the Human Resources Department. The Human Resources Department shall notify the Union when such requests are denied.

Subd. 2. Professional Improvement: Leaves of absence for teachers may be granted by the Superintendent of Schools or designee for professional experience and improvement exclusive of study—such as an exchange position, a Fulbright Scholarship, or a teaching position in a dependent school, only after five (5) years of consecutive employment with the Minneapolis Public Schools. These leaves are granted without pay and will be granted for a one (1) year period only (with the exception of leaves granted for teaching in dependent schools). Candidates for this type of leave shall not have had a leave for a similar purpose, unless the teacher has had at least five (5) consecutive years of employment with the Minneapolis Public Schools since the termination of the previous leave.

Applications for professional leaves shall be filed with the Human Resources Department on the designated form at least three (3) months prior to the date of anticipated absence.

Subd. 3. Study Leaves without Pay: A leave of absence without pay may be granted for study. If a teacher carries a minimum of twelve (12) credits or its equivalent for each quarter and/or semester, the time spent on leave of absence will be included in computing eligibility for an increment. This provision shall not extend beyond a single annual increment. The institution and the course of study which the employee pursues must be approved by the Superintendent of Schools or designee.

Subd. 4. Teacher Exchange Program: Teachers who have served a minimum of five (5) years in the Minneapolis Public Schools may participate in a Teacher Exchange Program with other school districts and educational agencies. The intent of the program is to provide an opportunity for teachers to work in another educational frame of reference in order to gain different insights into instructional patterns, schedules, facilities, students and cultural environments. It is to be expected that the school district or agency with which the exchange is made gains in similar fashion.

Participation in the program is on a voluntary basis. All exchanges of personnel require the approval of the Superintendent of Schools or designee and the administrative head of the other system or agency.

Approval for each teacher exchange will be by means of a letter between the other school district or agency and the Minneapolis Public Schools specifying:

- A. Names of the volunteer participants
- B. Assignment in other school district or agency
- C. Length of time of exchange
- D. Salary agreement
- E. Other relevant details concerning the exchange

No more than one (1) teacher from ABE may participate in an exchange program in any one (1) school year at a time.

Exchanges are to be initially planned for a definite period of time and may vary according to the circumstances of the individual case. Should extensions of this time seem desirable, such extensions will require approval as outlined above.

The Minneapolis Public School District reserves the right to interview and make a decision as to the acceptability of all teachers from another school system or agency prior to agreeing to a specific exchange.

A teacher exchange with another school district may not be extended beyond one (1) year. A teacher exchange with another educational agency may be approved for up to one (1) year and

may be extended annually. The teacher who has been on a Teacher Exchange Program leave will receive the full yearly increment.

Subd. 5. Summer Study: Teachers may be released for summer study without pay before the close of school in June or after the opening of school in the fall, if absolutely necessary.

Request shall be submitted on the designated form at least five (5) weeks prior to the date of absence. Teachers shall receive written approval from their principal/supervisor, and request should then be submitted to the department of Human Resources Department.

Section H. Other Leaves

Subd. 1. Legal Commitments and Transactions:

A. Jury Service: A teacher who is called to jury service shall be granted leave with pay while serving provided the teacher pays to the Minneapolis Public Schools any fees received minus travel allowance, for such jury service. Teachers may retain fees for jury service that occurs on holidays and non-duty days for teachers.

B. Court Cases: A teacher who is absent as a witness in any case in court, when duly subpoenaed, shall be entitled to one (1) day's pay while attending as a witness. In cases where the Minneapolis Public Schools is a party in litigation, the teacher shall be entitled to pay while attending as a witness at the request of the Minneapolis Public Schools.

C. Defendant or Plaintiff in Court: When a teacher is absent because of serving as a defendant or a plaintiff in court, full deduction will be made for time away from duty. The teacher may elect to use the three (3) non-cumulative personal leave days deducted from sick leave if they have not previously been used.

D. Indictment: Any employee of the Minneapolis Public Schools who is indicted shall be automatically suspended from service from the date of indictment. In case of acquittal, the employee shall be paid in full for the time lost by reason of such suspension.

Subd. 2. Military Leave:

A. Non-probationary Teachers: Leaves of absence are granted for military purposes, but not to exceed the enlistment or draft period. Upon termination of military leaves teachers shall be entitled to be reinstated in a teaching position at the same salary which they would have received if they had not taken such a leave, upon the following conditions: that the position has not been abolished; that they are physically and mentally capable of performing the duties of the position; that they make written application for reinstatement to the Human Resources Department within ninety (90) days after termination of military service; and that they submit an honorable discharge or honorable separation from the military service. Teachers returning from a personal, medical or parenting leave of one (1) year or less retain the right to return to their previous work location. If there is a staff reduction the canvassing process that includes the teacher on leave will be followed pursuant to the Transfer and Reassignment Process. Teachers returning from leaves of more than one (1) year have a right to return to a position in the Minneapolis Public Schools.

B. Probationary Teachers: Upon termination of a military leave, teachers who were granted military leave of absence while on probation shall be entitled to be reinstated in teaching positions at the same salary which they would have received if they had not taken such leave, upon the following conditions: that the position has not been abolished; that they are physically and mentally capable of performing the duties of the position; that they make written application for reinstatement to the Human Resources Department within ninety (90) days after termination of military service and that they submit an honorable discharge or honorable separation from the military service. Teachers returning from a personal, medical or parenting leave of one (1) year or less retain the right to return to their previous work location. If there is a staff reduction the canvassing process that includes the teacher on leave will be followed pursuant to the Transfer

and Reassignment Process. Teachers returning from leaves of more than one (1) year have a right to return to a position in the District. For probationary teachers, a leave of absence for longer than three (3) months shall constitute a break in the probationary period, and the probationary period shall be extended by a period of time equal to the total number of duty days on leave beyond the first three (3) months. (see also Section D. subd. 3.)

C. Reserve Duty: A leave of absence will be granted to reservists for training purposes not to exceed fifteen (15) days per calendar year. Teachers shall make application on the Leave of Absence Request Form to the Human Resources department and shall enclose a copy of their military order. Leaves for training purposes are granted without loss of pay, but employees are encouraged to make arrangements to take these training periods during winter, spring, or summer recess.

D. Spouse's Departure for Military Duty: No leave of absence will be granted to teachers who wish to accompany their spouses who enter military service. However, teachers who wish to visit their spouses at the port of embarkation prior to the spouse's departure for military service overseas, may be granted a short leave of absence without pay, providing the Superintendent or designee so recommends. This request should be submitted on Leave of Absence Request Form and submitted to the Human Resources Department at least ten (10) days before the anticipated absence date.

Subd. 3. Peace Corps/VISTA Leaves: A leave for the Peace Corps/VISTA may be granted to non-probationary teachers. The teacher who has been on a Peace Corps/VISTA leave will receive full yearly increments not to exceed two (2) years.

Subd. 4. Leave for Organizational Service or Public Service:

A. Teacher Organization Officers: Non-probationary teachers who are officers of the bona fide bargaining unit or who are appointed to its staff may seek and shall be granted leaves of absence without pay for the purpose of performing legitimate duties for the organization. Teachers granted leaves of absence for this purpose shall upon their return receive service credit toward longevity, placement on the salary schedule and salary increments on the same basis as if they had maintained active teaching status. They shall retain non-probationary status and any sick leave days accrued at the time of taking leave. They shall also be afforded the opportunity of maintaining insurance fringe benefits in force (COBRA), by assuming responsibility for payment of the entire amount of any premium involved. Teachers on a Teacher Organization Officers leave will receive full yearly increments.

B. Teachers Elected to Public Office: Any non-probationary teacher who is elected to public office may seek and shall be granted a leave of absence with the same provisions and conditions as described in Subd. 4.A above. However, Long-term Disability coverage as outlined in this Agreement will be continued for teachers serving in the State Legislature while it is in session. The benefits will be based on earnings just prior to the effective date of leave. Teachers on a Public Office leave will receive full yearly increments.

C. Service on Public Commissions or Boards: The Superintendent of Schools or designee may, at her/his discretion, grant permission for a teacher to be absent from duty, without loss of pay, to serve as an appointed or elected member on a public commission or board.

A request for such leaves of absence is to be submitted to the Human Resources Department at least ten (10) school days in advance of the desired absence in order to allow for processing the request prior to the requested date of absence.

D. Election Judges: Teachers serving as official election judges shall be granted leaves of absence with pay for one (1) primary election day and/or one (1) regular election day in any year in which such elections are held to serve in that capacity.

ARTICLE IX. TEACHERS DUTY

Section A. Length of Teacher's Day

1. Definition: The work week for a teacher in the Adult Basic Education Community Education Program shall be based upon a Full-Time Equivalent (1.0 FTE) of 38.75 hours per week including one-half hour daily for a paid, duty-free lunch. In addition, 275 minutes shall be provided for paid, professional preparation time. The remaining minutes shall be assigned during the teacher's regularly scheduled duty day. Scheduling provisions and requirements of teachers working less than full-time shall be adjusted proportionally as to the amount of instructional time, preparation time, duty free lunch and meeting time.

Any deviation from these basic scheduling provisions and requirements shall be by mutual agreement of the individual teacher and the administrator.

- A. If the teacher is teaching more than his/her proportionate time of the 1.0 FTE, the teacher may submit a proposal to administration reducing other areas of the teacher's schedule by that same amount. It is the teacher's responsibility to initiate this process.
- B. If the teacher is teaching less than his/her proportionate time of the 1.0 FTE, the administration may present a proposal to the teacher for increasing the teacher's schedule by that same amount in other areas. It is the administrator's responsibility to initiate this process.

Both the teacher and this administrator shall have a copy of such agreement in writing before the workday is changed. When agreement cannot be reached, a determination shall be made by the District designee and/or ABE administrator and the Union.

Instruction in the Adult Basic Education Community Education Program may require teaching in split shifts. For example, a teacher may be assigned to teach any combination of morning, afternoon and evening classes. ABE administration in consultation with teachers and their teams shall establish the schedule for each teacher quarterly, based on student enrollment, type of service and program needs.

2. **Professional Responsibilities:** Meetings called by the supervisor may necessitate a longer teacher's day. If teachers are required to attend such meetings more than 60 minutes beyond their regularly scheduled work day, they shall be compensated with prior approval of the administrator at the hourly flat rate as per schedule "E".

Each Teacher shall attend a minimum of one (1) program event outside the teachers paid duty day. Such events shall include but are not limited to:

- Graduation
- Department Wide Events
- Individual Site Events

Additional events may be required, for which teachers will be release from paid duty as compensation time, by prior arrangement with the Administrator.

Moreover, an important function of a teacher is to work with students on an individual basis, and to accomplish this, a longer teacher's day may be necessary. This will occur at the professional discretion of the teacher.

Section B. Length of the School Year

1. **Teacher Duty Days:** The number of duty days for teachers shall be 184.
2. **Holidays:** Teachers are paid for six (6) legal holidays authorized by the Board of Education. These holidays are Labor Day, Thanksgiving Thursday and Friday, Martin Luther King Day, Presidential Day and Memorial Day. It is agreed that Columbus Day and Veterans' Day shall be duty days for teachers. Summer School teachers working the regularly scheduled work day before and regularly scheduled work day after Independence Day shall be paid for this holiday.
3. **Workshop/Staff Development Days:** The scheduling of teachers' time on workshop/staff development days must take into consideration the need for opportunities to accomplish work that cannot be accomplished during regularly scheduled student contact days and/or staff development.

When possible, teachers shall be scheduled for workshop/staff development activities during their regularly scheduled work times. In the event the teacher's regularly scheduled work time falls entirely outside the workshop/staff development activities, notice will be given to the teacher at least five (5) duty days prior to the workshop/staff development activities to make accommodations so that they will be in attendance. In the event alternative arrangements cannot be made for the teacher to attend the event the teacher will inform the supervisor and will seek the written materials and be responsible for information presented at the event.

When possible, teachers shall attend workshop/staff development activities that are scheduled outside or beyond the teachers' regularly scheduled time. In the event that teachers must work beyond the amount of their regularly scheduled time in order to attend workshop/staff development activities, they shall be compensated for the additional amount of time at the hourly and staff development rates as per schedule "E".

4. Work Year:

- a. The work year for the teachers in the program is thirty-eight (38) weeks.
- b. Summer school may be offered and if offered Adult Basic Education Community Education teachers teaching in the Adult Basic Education Community Education Program during the preceding regular school year will be given priority consideration for employment during summer school.

Payment for teaching summer school shall be based on the teacher's lane and step placement on the ABE salary schedule effective January 1 of the school year preceding summer school. Such rate shall remain in effect for the duration of that year's summer school.

The daily rate for summer school shall be determined by dividing the annual salary, based on the ABE salary schedule, by one hundred ninety (190) days; that result is further divided by 7.25 which establishes the hourly rate for summer school times the number of hours worked each day. Teachers may be paid for preparation time during summer school. If teachers are paid for preparation time during the summer school session, all teachers in the summer school program shall receive paid preparation time proportional to their assigned schedule.

ARTICLE X. SENIORITY

Section A. Seniority Rights: Seniority numbers shall be assigned to teachers when offered contracts of at least 13.5 hours per week. A teacher's seniority number shall remain in effect for every year of employment of at least nine (9) months and at least 13.5 hours per week with no unapproved breaks in service beyond 60 workdays.

The information in the files of the Human Resources Department of the administrative offices shall be the basis for determining seniority, and the Human Resources Department shall be responsible for computing such seniority.

Vacancies shall be offered, through the transfer and reassignment procedures as stipulated in Article XIII, to teachers in the program as determined by their seniority number established by applying the rules in this Article.

Teachers on an approved leave of absence shall retain the seniority acquired at the time of taking leave, and a leave of absence shall not constitute a break in consecutive employment; but teachers who resign their positions and are reemployed shall lose that seniority acquired before resignation, unless rehired within sixty (60) calendar days.

Section B. Assignment of Seniority Rights of Teachers Employed Prior to and During the 1993-94 School Year: For purposes of establishing seniority, a year of employment shall mean a school year of at least nine (9) months in which the teacher is employed by the Board of Education at least 13.5 hours per week with no unapproved breaks in service beyond sixty (60) workdays.

ARTICLE XI. HOURLY RATE TEACHERS

Section A. Assignments: Teachers may be assigned 13.5 hours per week or less, but no fringe benefits will be provided.

Section B. Schedule of Pay: Hourly rate teachers shall be paid as reported on bi-weekly basis.

ARTICLE XII. SCHOOL-BASED PLANNING

To improve student progress and school climate, the District and the union agree to participate cooperatively in the development of school-based planning. School-based planning teams will include teacher representation consistent with procedures developed by the teams.

ARTICLE XIII. TRANSFER, REASSIGNMENT AND RECALL PROCEDURE

Section A. Teachers in the Adult Basic Education Community Education Program are not eligible to transfer to vacancies in the K-12 program. Teachers in the K-12 program are not eligible to transfer to vacancies in the Adult Basic Education Community Education Program.

Section B. All program vacancies except those identified as **new position** or **new site** as defined in Section C of this article shall be posted and filled in seniority order as established by Article X.

Section C. A **new position** is one that is definably different in instructional methods and/or curriculum design, requires specific skills and/or expectations on the part of the teacher. A **new site** is one in which the Minneapolis Adult Basic Education Program does not currently offer classes.

New position and **new site** vacancies shall be filled at the discretion of the program manager. **New position** and **new site** vacancies shall not be biddable in the first year of existence. Positions vacated within the first year shall be filled at the discretion of the program manager. Vacancies occurring after the first year shall be filled following procedure set forth in Section B of this article.

Section D. Spring bidding for vacancies in the Adult Literacy Program shall take place before the end of the school year and be mutually agreed on by the Union and the District.

Bidding is based on seniority determined by the Human Resources Department in compliance with Article X.

The bidding process is based on seniority and is open to all qualified teachers who have a current Professional Development Plan. Teachers in the Professional Support Process do not qualify for bidding. Any qualified bidder may submit an absentee ballot to the Human Resources Department prior to the bidding session. Absentee ballots may be requested from the Human Resources Department.

Jobs vacated by qualified bidders at the bidding session will be immediately posted for bidding at the session.

A second bidding session for vacancies shall take place between the spring bidding and the beginning of the fall school session, and shall be mutually agreed on by the Union and the District, to coincide with the rotation of students in the English as a Second Language classes.

Vacancies that remain unfilled after the bidding sessions shall be filled at the discretion of the program manager.

All vacancies that occur after the second bidding session except those identified as **new position** or **new site** as defined in Section C of this article shall be filled on a temporary basis, and shall be posted for the spring bidding session.

Section E. The Human Resources Department shall mail a list of vacancies to all teachers. All vacancies shall be posted prominently at major sites for a period of ten (10) working days.

Section F. Staff Reduction. When it is necessary to reduce the number of teachers in the program or the number of hours assigned to a teacher, such reduction shall be done in reverse order of seniority for teachers who have completed their probationary period. Non-probationary teachers who have been so affected because of lack of pupils and discontinuance of position shall retain rights to be recalled for one year.

The Board of Education shall notify such teachers of the availability of a position by certified mail addressed to the teacher's last known address. Such notifications shall be sent to teachers in order of their seniority.

Within seven (7) working days of the date of postmark of such notice, the teacher shall notify the Human Resources Department of their intent to accept the offered position.

All rights of recall shall terminate upon the earlier of:

- a. A refusal to accept an offer of a position.
- b. Failure to respond within seven (7) working days to a notice of recall.

Teachers recalled to duty shall retain their seniority numbers, accumulated sick leave, salary schedule placement rights, and all other rights covered by this Agreement.

ARTICLE XIV. CONFLICT RESOLUTION, AND MEDIATION AND GRIEVANCE PROCEDURE

Section A. Definitions:

GRIEVANCE: "Grievance" means a dispute or disagreement as to the interpretation or the application of any term or terms of any contract required under Minnesota Statutes.

GRIEVANT: "Grievant" means an individual teacher or the exclusive representative alleging a grievance. Grievant shall also mean an individual teacher who has been discharged due to lack of pupils and discontinuance of position and who retains recall rights as provided in Article XIV of this Agreement; provided, however, that such teachers may grieve only alleged violation of Article XIV of this Agreement.

DAYS: "Days" means calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota Statutes, or other recess periods during the grievant's work year. If the exclusive representative is the grievant, work days shall mean calendar days excluding Saturday, Sunday, and legal holidays.

SERVICE: "Service" means personal service or by certified mail.

REDUCED TO WRITING. "Reduced to writing" means a concise statement outlining the nature of the grievance, the specific provision(s) of the contract dispute, and the relief requested.

ANSWER: "Answer" means a concise response outlining the employer's position on the grievance.

EXCLUSIVE REPRESENTATIVE: "Exclusive Representative" means a Business Agent or other staff or persons designated by the Executive Board of Local 59.

EMPLOYER'S REPRESENTATIVE: "Employer's Representative" means the Associate Superintendent of Human Resources, or designee, or other person so designated by the Superintendent of Schools.

Section B. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing as outlined in this grievance procedure, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the event giving rise to the grievance occurred. Written notice by the employer or its designee to a teacher giving notice of prospective action shall constitute one such event giving rise to a grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Section C. Adjustment of Grievance: The employer and the grievant shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the school district in the following manner:

Subd. 1. Level I: Immediate Supervisor's Level

- a. **INFORMAL DISCUSSION OF GRIEVANCE.** A grievant with an alleged grievance will first discuss it with the immediate supervisor with the object of resolving the matter informally.
- b. **FILING THE GRIEVANCE WITH IMMEDIATE SUPERVISOR.** If the grievant is not satisfied with the disposition of the grievance at Level I (a) the grievant may file the grievance in writing with the grievant's immediate supervisor on a form prepared for this purpose within twenty (20) days after the event giving rise to the alleged grievance occurred.
- c. **DECISION OF IMMEDIATE SUPERVISOR.** Within eight (8) days after written presentation of the grievance to the immediate supervisor, said immediate

supervisor shall make a decision and send the same in writing to the grievant submitting the grievance and to the exclusive representative. A copy of the decision shall be forwarded to the Contract Administrator.

- d. **BYPASS.** If the event giving rise to the grievance was not caused by the immediate supervisor, or if the immediate supervisor lack authority to grant the relief requested, the grievant may bypass Level I of this procedure and file his/her written grievance at Level II; provided, exercise of this bypass of Level I shall not extend the requirement that written grievances be filed within twenty (20) days of the date of the event giving rise to the alleged grievance.

Subd. 2. Level II. Employer's Representative Level (Designated by Associate Superintendent of Human Resources)

- a. **FILING OF GRIEVANCE WITH EMPLOYER'S REPRESENTATIVE.** If the grievant is not satisfied with the disposition of the grievance at Level I, within five (5) days of the date the decision should have been made or if no decision has been rendered within fifteen (15) days after written presentation of the grievance at Level I, the grievant or the exclusive representative may file the grievance with the employer's representative.
- b. **LEVEL II MEETING.** Within ten (10) days after written presentation of the grievance to the employer's representative, the employer's representative shall meet with the grievant and the exclusive representative. Representatives from the Human Resources Department, Payroll Department, appropriate superintendent and any other person having knowledge of facts relevant to the grievance shall also be included in the meeting, the purpose of which is to gather all facts required to afford the parties as full and complete a review of the grievance as is possible.
- c. **DECISION OF THE EMPLOYER'S REPRESENTATIVE.** Within ten (10) days following the Level II meeting, the employer's representative shall make a decision as approved by appropriate superintendent and send the same in writing to the exclusive representative. A copy of the decision shall be forwarded to the Contract Administrator.

Subd. 3. Level III: Mediation

- a. If the grievant is not satisfied with the disposition of the grievance at Level II, within ten (10) days of the date the decision has been made, or if no decision has been rendered within twenty (20) days after the Level II meeting, or if no meeting has been held within twenty (20) days after presenting the grievance to the employer's representative, mediation shall be requested by the grievant by petitioning the Minnesota Bureau of Mediation Services. Mediation shall be requested for grievances other than those arising from discharge and demotion.
- b. If the grievance is settled as a result of mediation efforts, the settlement shall be reduced to writing and signed by the grievant, the Union representative, and the Employer's representative at the conclusion of the meeting.

Sub. 4. Level IV: Arbitration Level

- a. Within ten (10) days of the date of the mediation meeting if the grievance is not resolved during mediation arbitration may be requested by serving the District with a written notice of the intent to proceed with arbitration.
- b. The employer and the grievant shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the grievant are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list

maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating arbitrators for their fees and necessary expenses.

- c. The arbitrator shall not have the power to add to, subtract from, or to modify in any way the terms of the existing contract.
- d. The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated there under, or municipal charters or ordinances or resolutions enacted pursuant thereof, or which causes a penalty to be incurred there under. 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.
- e. Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows: 1) the number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or 2) if the number of persons participating on behalf of the public employer is fewer than three, three employees may still participate in the proceedings without loss of wages.

Section D. General:

Subd. 1. Severability: The provisions of this grievance procedure shall be severable and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

Subd. 2. Reprisals: No reprisals of any kind will be taken by the Board of Education or by any member of the administration against any grievant, exclusive representative, or any other participants in the grievance procedure by reason of such participation.

Subd. 3. Teacher Rights: Nothing herein shall be construed to limit, impair or affect the rights of any teacher, or group of teachers, as provided in state statutes.

Subd. 4. Time Limits: The parties by mutual Agreement, may waive any step and extend any time limits in the grievance procedure. However, failure to adhere to the time limits will result in a forfeit of the grievance or, in the case of the employer, any such failure to respond at each level of the grievance procedure within the prescribed time limits may be an appropriate issue for arbitrators to consider in making their awards.

Subd. 5. Saving Clause: Any grievance to which the Union is not a party shall not be regarded as precedent for any future grievance.

Section E. Conflict Resolution Process:

Subd. 1. Procedures for Resolution of Staff Member Concern about Another Staff Member

The Minneapolis Federation of Teachers and the Minneapolis Public Schools, Board of Education want to insure that every employee works in a climate of respect and support. Communication between staff members is of benefit to the students of the district while respecting the needs of

all staff. To facilitate the achievement of that goal, the following procedures are established as the means to resolve concerns staff members have about another staff member's actions.

This section applies to any concern other than alleged physical or sexual abuse by another staff member or sexual or protected class harassment, the reporting of which is governed by appropriate statute and School Board policy.

It is intended that:

1. The process must address the concerns of staff as quickly and efficiently as possible while not interfering with the education of students nor the rights of due process for staff.
2. The process must support the resolution of issues at the building level, through informal and direct communication with all parties involved.

It is understood that at any time staff members may consult with the Union office concerning resolution of concerns. In addition, teachers raising concerns shall not be subject to retaliation.

INFORMAL RESOLUTION

A staff member with a concern about another staff member contacts the other staff member about the concern. If resolution is not achieved, or if the staff member is unwilling to contact the other staff member, then:

1. The staff member talks to the program manager/supervisor about the concern. The program manager's/supervisor's role is to:
 - a. discuss with the staff member their concern;
 - b. identify the nature of the concern;
 - c. collect all pertinent facts;
 - d. outline the next steps in resolving the concern; and
 - e. establish a timeline for resolution.
2. If the staff member's concern is with the program manager/supervisor, Steps 3 and 4 are skipped. Step 1 and Step 5 are then implemented with the Community Education Director.
3. The program manager/supervisor contacts the other staff member to provide feedback about the conversation. If a proposed resolution is developed, the staff member will contact the other staff member and attempt to resolve the concern.
4. If no resolution is reached after contacting the staff member, or if no proposed resolution can be developed, a meeting of both staff members and program manager/supervisor is scheduled at the earliest convenient time to discuss the concern and resolution.
5. Any teacher may call the Union office to discuss the process and procedures. The Union will provide information about the procedure, assist the staff person on clear and effective communication style, and encourage constructive resolution options.
6. A resolution meeting is held between the parties and the program manager/supervisor to reach resolution to the concerns raised by the staff member. If no resolution is reached and the staff member wants further discussions at the District level, then the process moves to formal resolution.

FORMAL RESOLUTION

To be completed only if individuals are unable to reach an informal resolution.

The staff members involved are given the Staff Resolution Form to review. The Staff Resolution Form is sent to the Human Resources Department.

A Resolution Meeting is held to:

- a) identify and record the issues not resolved;
- b) record the efforts taken by all parties to resolve the concerns; and
- c) resolve concerns at building level.

If the staff members desire, other parties may be invited to the meeting to provide assistance to resolve the concerns.

Human Resources or its designee will facilitate conferences with all parties in an attempt to resolve the issues. If mutual resolution is not reached within thirty (30) calendar days upon receipt of the form, a written response will be made by the Human Resources Department to all parties as the final resolution to the issues written on the Staff Resolution Form.

1. Once resolution is reached, one or both of the following methods must be used to record the resolution.

Resolution Summary - a letter summarizing the concerns and resolution of the staff members. All parties receive copies.

Letter of Agreement - written document that reports the resolution of concerns as a result of conference. All parties sign the agreement and each receives a copy.
2. If resolution cannot be reached, mediation may be requested by either party by petitioning the Minnesota Bureau of Mediation Services.
3. If resolution is reached as a result of mediation efforts, the settlement shall be reduced to writing and signed by all parties and the employer's representative at the conclusion of the meeting.

It is understood that any concern which has been substantiated shall be dealt with in accordance with School Board Policy and provisions of the Adult Basic Education statute, MS §124D.52.

MINNEAPOLIS PUBLIC SCHOOLS

**Staff/Staff Resolution Meeting
Description of Events Form**

Your Name: _____ Date: _____

Please describe the events, behaviors or issues that lead to your concerns.

MINNEAPOLIS PUBLIC SCHOOLS
Staff Resolution Meeting Summary

(Attach Description of Events Form)

1. What attempts were made to resolve the concerns of staff/staff by each party?

Staff Person A:

Staff Person B:

2. What issues remain to be resolved?

Staff Person A:

Staff Person B:

3. Outcome of meeting:

Subd. 2. Procedures for Resolution of Learner/Citizen/Parent Concern about a Staff Member

The Minneapolis Federation of Teachers and the Minneapolis Public Schools, Board of Education, want to insure that communication between learner/citizen/parent and teachers is of benefit to the students of the District while respecting the needs of both learner/citizen/parent and teacher. To facilitate the achievement of this goal the following procedures are established as the means to resolve concerns learner/citizen/parent have about a teacher's actions.

This section applies to any concern other than alleged physical or sexual abuse of students or sexual or protected class harassment, the reporting of which is governed by appropriate statute and School Board policy.

It is our intention that:

The process must address the concerns of learner/citizen/parent as quickly and efficiently as possible while not interfering with the education of students or the rights of due process for teachers.

The process must support the resolution of issues at the building level, through informal and direct communication with all parties involved.

It is understood that at any time teachers may consult with the union office or parents with advocates concerning resolution of concerns.

INFORMAL RESOLUTION

The learner/citizen/parent with a concern about a teacher contacts the teacher about the concern. If resolution is not achieved or if learner/citizen/parent is unwilling to contact the teacher, then:

1. The learner/citizen/parent talks to the program manager about the concern. The program manager's role is to
 - a) discuss with the teacher;
 - b) identify the nature of the concern;
 - c) collect all pertinent facts;
 - d) outline the next steps in resolving the concern; and
 - e) establish a timeline for resolution.
2. The program manager contacts the teacher to provide feedback to the teacher about the conversation and identifies the learner/citizen/parent concern. If a proposed resolution can be developed by the teacher and the program manager, the teacher and/or program manager will contact the learner/citizen/parent and attempt to resolve the concern.
3. If no resolution is reached after contacting the learner/citizen/parent or if no proposed resolution can be developed, a meeting of the teacher, learner/citizen/parent, and program manager is scheduled at the earliest convenient time to discuss the concern and resolution.
4. The teacher may call the union office to discuss the issues. The union will provide information about the procedure, assist the teacher on clear and effective communication style and encourage constructive resolution options.
5. A resolution meeting is held with the teacher, learner/citizen/parent and the program manager to reach resolution to the concerns raised by the learner/citizen/parent. If no

resolution is reached and the learner/citizen/parent wants further discussions at the District level, then the process moves to formal resolution.

FORMAL RESOLUTION

To be completed only if individuals are unable to reach an informal resolution.

The learner/citizen/parent is given the Learner/Citizen/Parent Resolution Form to review. A meeting is scheduled within 2 schools days to complete the form with concerned parties.

This meeting is held to:

- a) identify and record the issues not resolved;
- b) record the efforts taken by all parties to resolve the concerns; and
- c) resolve the concerns at program level.

If the teacher or learner/citizen/parent desires, other parties (union representatives, parent advocates) may be invited to the meeting to provide assistance to resolve the concerns.

1. If no resolution is reached and the learner/citizen/parent wishes assistance from a District office, then the Learner/Citizen/Parent Resolution Form is sent to the Community Education Director. The Community Education Director will conduct further fact finding and conferences with all parties in an attempt to resolve the issues. If mutual resolution is not reached within 30 calendar days upon receipt of the form, a written response will be made by the Community Education Director to all parties as the final resolution to the issues written on the Learner/Citizen/Parent Resolution Form.
2. Once resolution is reached, one or both of the following methods must be used to record the resolution.
 - a) Resolution Summary - a letter summarizing the concerns and resolution of the learner/citizen/parent meeting. All parties receive copies.
 - b) Letter of Agreement - written document that reports the resolution of concerns as a result of a conference. All parties sign the agreement and each receives a copy.

It is understood that any concern which has been substantiated shall be dealt with in accordance with School Board policy and provisions of the Adult Basic Education statute, MS §124D.52. Also the complaining learner/citizen/parent is protected by qualified privilege (teacher/student relationship) and is not subject to suit.

MINNEAPOLIS PUBLIC SCHOOLS
Learner/Citizen/Parent Resolution Meeting
Description of Events Form

Your Name: _____ Date: _____

Please answer one of the following for an explanation of your relationship to the school.

Are you a:

_____ Learner

_____ Citizen

_____ Parent

Are you a staff person?

_____ Yes Position: _____

_____ No

If not a learner, what is your relationship to the school?

Please describe the events or issues which lead to your concerns.

MINNEAPOLIS PUBLIC SCHOOLS
Learner/Citizen/Parent Resolution Meeting Summary

(Attach "Description of Events Form")

1. What attempts were made to resolve the concerns of learner/citizen/parent by each party?

Learner/citizen/parent:

School Personnel:

2. What issues remain to be resolved?

Learner/citizen/parent view:

School personnel view:

Outcome of meeting:

ARTICLE XV. PERSONAL INJURY/PROPERTY BENEFITS

Section A. Reimbursement Resulting from Assault: The District shall reimburse teachers for the cost of replacement or repair of personal property damaged or destroyed as a result of student assault while the teacher is engaging in the performance of the teacher's duties. The maximum reimbursement is \$250 per incident based on receipts and a police report number.

Section B. Reimbursement Damage to Vehicle: The District shall reimburse teachers for the cost of reimbursement for loss, damage or destruction of personal motor vehicles on school property or while a teacher is in the performance of school business as verified by the program manager or supervisor and police report. In the case of motor vehicles, reimbursement shall not include personal property that is stolen or damaged unless the theft accompanies a personal assault upon the teacher. Reimbursement shall not exceed \$500 per incident (including personal property, if eligible). The teacher must submit receipts and a police report number or an incident report number to receive reimbursement.

Section C. Personal Injury: If teachers are injured as the result of a student assault while engaged in the performance of the teacher's duties, the District shall reimburse the teacher for necessary medical, dental, hospital and surgical expenses in excess of those expenses covered by the District insurance and/or worker's compensation.

A reasonable loss of time resulting from an assault on a teacher by a student, or other individual that occurs while the teacher is engaging in the performance of the teacher's duties shall not be deducted from unused sick leave, provided the teacher has filed the District's assault form and/or police report.

Any reimbursement made on this Article is a gratuitous payment and does not indicate that the District has accepted liability for the incident.

ARTICLE XVI. PUBLICATION OF AGREEMENTS REACHED CONCERNING TERMS AND CONDITIONS OF EMPLOYMENT

Any Agreements reached relating to terms and conditions of employment and any other policies adopted as a result of the processes provided for in the Public Employment Labor Relations Act and such other matters as may be pertinent shall be incorporated in an appropriately designed pamphlet, a copy of which shall be distributed to every member of the professional staff of the Minneapolis Public School system within sixty (60) working days.

ADULT BASIC EDUCATION COMMUNITY EDUCATION

SALARY SCHEDULE "A" - Effective July 1, 2001 to June 30, 2002

	II	III	IV	Va	Vb	VIa	VIb	VII	VIII
Step	BA	BA + 15	BA + 30	BA + 45	MA	BA + 60	MA + 15	MA + 30	MA + 45
1	27,886	28,492	29,098	29,704	29,704	30,310	30,310	30,916	31,520
2	28,588	29,194	29,800	30,406	30,406	31,012	31,012	31,618	32,222
3	29,291	29,897	30,503	31,109	31,109	31,715	31,715	32,321	32,925
4	29,993	30,599	31,205	31,811	31,811	32,417	32,417	33,023	33,627
5	30,696	31,302	31,908	32,513	32,513	33,119	33,119	33,725	34,329
6	31,398	32,004	32,610	33,216	33,216	33,822	33,822	34,428	35,032
7	32,100	32,706	33,312	33,918	33,918	34,524	34,524	35,130	35,734

SALARY SCHEDULE "B" - Effective July 1, 2002 to June 30, 2003

	II	III	IV	Va	Vb	VIa	VIb	VII	VIII
Step	BA	BA + 15	BA + 30	BA + 45	MA	BA + 60	MA + 15	MA + 30	MA + 45
1	28,128	28,740	29,351	29,962	29,962	30,573	30,573	31,184	31,794
2	29,066	29,678	30,289	30,900	30,900	31,511	31,511	32,122	32,732
3	30,004	30,616	31,227	31,838	31,838	32,449	32,449	33,060	33,670
4	30,942	31,554	32,165	32,776	32,776	33,387	33,387	33,998	34,608
5	31,880	32,492	33,103	33,714	33,714	34,325	34,325	34,936	35,546
6	32,818	33,430	34,041	34,652	34,652	35,263	35,263	35,874	36,484
7	33,756	34,368	34,979	35,590	35,590	36,201	36,201	36,812	37,422
8	34,694	35,306	35,917	36,528	36,528	37,139	37,139	37,750	38,360

SCHEDULE "C" - RESERVE TEACHERS

Effective July 1, 2001

Important: Refer also to Article IX.

	2001-2002	2002-2003
Reserve Cadre Teachers:	\$120 per day	\$130 per day

The District may contract reserve teachers in accordance with the following:

- Cadre teachers agree to work whenever and wherever assigned on a daily basis.
- The District agrees to provide at least eighty-five (85) work days for each Cadre teacher per school year.
- Each Cadre teacher shall receive \$120.00 per day during the 2001-2002 school year and \$130 during the 2002-03 school year.
- Cadre teachers shall have access to purchase the low-cost, employee-only coverage on a monthly basis. The District shall match the monthly payment of each Cadre teacher who elects to enroll in the plan within the first thirty (30) days up to maximum match of \$1000 per year for each Cadre teacher.
- Access to teacher staff development opportunities after school, on release days and weekends shall be provided whenever possible to Cadre teachers.
- Each Cadre teacher will receive feedback on her/his performance from the principal or site supervisor and the teachers at the school and site. A copy of the performance feedback will be given to the Cadre teacher and the Human Resources Department by the principal or supervisor.

	2201-2002	2002-2003
Long-Call Reserve Teachers:	\$2500 per month	\$2500 per month

- The pay for the long-call reserve teachers shall be \$2500 per month for the 2001-2002 school year and \$2500 per month for the 2002-2003 school year.
- Access to purchase employee only health insurance for the duration of her/his long-call reserve assignment shall be provided if the long-call reserve assignment if for at least one (1) semester (ninety days) or more and the long-call reserve teacher enrolls within the first thirty (30) days of the assignment. Payment for the full cost of the health coverage will be submitted by the long-call reserve teacher on a monthly basis.
- Long-call reserve assignments are assignments in which the reserve teacher serves at least twenty (20) consecutive work days in the same assignment and without a sixty (60) work day break in employment
- Each long-call reserve teacher shall also be provided the performance.
- Reserve Teachers Sick Leave Allowance: Reserve teachers on long-call assignment will be permitted one (1) day of sick leave for each school month of twenty (20) days, or major fraction thereof, served during the school year. Sick leave may be accumulated to a maximum of sixty (60) days. A break in employment of fifty-nine (59) consecutive days not worked, not including scheduled recess or vacation periods when students are not in session, shall result in loss of accumulated sick leave days.

1999-2001

2000-2002

Short Call Reserve Teachers:

Pay scale by number of days worked:

1 to 20 days	\$105 per day	\$110 per day
21 to 40 days	\$110 per day	\$115 per day
41 plus days	\$115 per day	\$120 per day

Short-call reserve teachers shall also be provided the performance feedback. Pay Scale changes on the 21st and 41st days will be retroactive to the first day of employment.

SCHEDULE "D" - RESIDENT, DRIVER EDUCATION, AND MENTOR TEACHERS

Effective July 1, 2001

Driver Education Teachers:

Driver Education Teachers shall be paid according to the established Hourly Flat Rate of pay for "behind the wheel" training time.

Resident Teachers:

1. Resident Teacher will be paid an annual rate in accordance with Minnesota Statute. A Resident Teacher will be paid for the same holidays, release days, and sick leave days as the regular contract teacher.
2. Resident Teacher will teach 80% of time and participate in staff development 20% of the time.

Mentor Teachers:

Mentor extended time, includes responsibilities for coordination, staffing and instruction for the new teacher orientation and training, call-a-colleague, PPST lab, new teacher network meetings, new teacher professional development sessions, District PSP, District PDP, and new teacher support sessions. Mentor extended time includes summer responsibilities for planning and preparation.

\$5000 per year during the Mentor appointment only, in addition to her/his salary pursuant to the teachers' salary Schedule "A" or "B". A portion of full-time mentor's pay, proportional to a part-time mentor's assignment, shall be paid to that part-time mentor.

SCHEDULE "E" - HOURLY and STAFF DEVELOPMENT RATES

Effective July 1, 2001

Hourly Flat Rate: \$23/hr

Teachers shall be compensated at the Hourly Flat Rate of pay for work performed as specifically indicated in the Agreement, such as hourly employment, lost preparation or lunch time reimbursement, extended-time program assignments, and for work performed beyond the teacher's regular assignment not otherwise defined in this Agreement.

Teachers shall be paid at this rate for each full hour of time outside their regular assignment during which they participate in approved staff development activities. In addition, they shall be paid one half ($\frac{1}{2}$) the amount of this rate for each additional full thirty (30) minutes spent participating in such activities.

Hourly Leadership Rate: \$28/hr

Teachers as defined in Article I of the Agreement shall be paid at the Hourly Leadership Rate for each hour of instruction during which they present to other teachers or employees of the school district if the presentation is outside their regular assignment. For every one (1) hour of preparation as reported, they shall receive one (1) additional hour at the Hourly Leadership Rate.

Hourly Staff Development Rate: \$23/hr

Teachers as defined in Article I of this Agreement shall be paid, with the expectation of successful completion, at the Hourly Staff Development Rate for active participation in work-related and staff development activities outside the teacher's regular assignment and of benefit to students. Examples of hourly staff development activities include workshops; curriculum, and assessment development; examination of student work; coaching and professional practice and reflection.

It is expected that professional development will result from compensated staff development activities and shall therefore be implemented and reflected in the teacher's practice. Evidence of professional development includes but is not limited to inclusion in the teacher's Professional Development Plan, conducting action research, classroom coaching, and teaming

Teachers shall be paid at this rate for each full hour of time outside their regular assignment during which they participate in approved staff development activities. In addition, they shall be paid one half ($\frac{1}{2}$) the amount of this rate for each additional full thirty (30) minutes spent participating in such activities.

Staff Development Stipend: \$15/hr up to \$50/day

Teachers as defined in Article I of the Agreement shall be paid at the Staff Development Stipend rate of pay upon the agreement of the site staff. This rate is used at times when the funds are limited, but the site wishes to undertake staff development activities. Teachers shall be paid at this rate for each full hour of time outside their regular assignment during which they participate in approved staff development activities. In addition, they shall be paid one half ($\frac{1}{2}$) the amount of this rate for each additional full thirty (30) minutes spent participating in such activities.

IN WITNESS THEREOF, The parties have executed this Agreement as follows:

For Minneapolis Federation of Teachers, Local 59
Name of exclusive representative

President, Teacher Negotiator

For Special School District No. 1 Minneapolis Public Schools
Name of School District

Chairperson, Board of Education

Board Negotiator

Dated this _____th day of _____, 2002.

Memorandum of Agreement

WORKING CONDITIONS

Notification Process for Major Work Site Construction

To ensure that major renovation and major repair work is being conducted safely and in an attempt to minimize significant disruption to education and the health and well-being of learners and staff, representatives from Facilities and/or building contacts shall inform the staff through the ABE program administrator. Such disruptions include but are not limited to noise, dust, fumes and relocation. When possible the notification shall be made at least two weeks prior to the onset of the work. Regular updates shall be provided to staff.

In instances where notification is less than two weeks, the ABE Program Administrator will provide time and resources for teachers to make necessary accommodations.

Complaint Regarding Work Conditions

As Environmental Health and Safety or ADA-related issues arise at the site, teachers are encouraged to use the following procedures in order to resolve the issue. It is the goal of this process to resolve the issues at Step 1 level with accommodation:

Step 1: Inform the site administrator or site contact person and head engineer of concerns or disability in writing.

Step 2: If the matter is unresolved, it would be appropriate for the teacher through the administrator, to submit a written report to the Minneapolis Public Schools Office of Environmental Health and Safety or Americans with Disabilities Act Administrator in Human Resources.

Step 3: If the matter is still unresolved, and the teacher has no permanent or temporary disability, a written report may be submitted to the Assistant Superintendent or designee. Teachers are entitled to union representation in this process.

Professional Work Space

All teachers of Minneapolis Public Schools, including itinerant licensed staff, will have consistent, adequate space in order to fulfill their duties in an ethical, respectful, safe and confidential manner. The classrooms shall include proper conditions, appropriate lighting, ventilation, acoustical treatment, heating, adequate supplies, and storage of materials to ensure a barrier-free learning environment.

Teachers shall be provided with their own desk and access to technology (computers, software, telephones, etc.) in order to fulfill their duties. Furthermore, in accordance with state and federal data privacy laws, teachers shall be afforded the ability to store confidential files in a locked and secure manner. This may include a locking file cabinet or locking desk.

Testers and counselors may require private work space in order to fulfill their duties. If available, as determined by the director and/or manager, a separate space shall be provided. Where this is not possible, such teacher shall be provided with a desk, where necessary shared with other staff or administrator, in a semiprivate area with working space where materials may be left. In addition, such teacher shall have sufficient, secure space designed for the purpose of storing equipment and personal items.

SECTION II: POLICIES AND ADMINISTRATIVE REGULATIONS

The policies recorded in this section are those adopted by the Board of Education and reflect the exchange of views and concerns between the Board's Committee and the Exclusive Representative of teachers.

Many of the policies and procedures in this section are dated and/or no longer applicable. The section will be edited prior to the printing of the 1997-99 contract.

GENERAL PERSONNEL POLICY STATEMENT

The Board of Education wishes to establish conditions that will attract and hold the highest qualified personnel for all positions. Systematic procedures will be employed to search for those who will devote themselves to the education and welfare of our students.

The Board also wishes to encourage young people to enter the profession of education as their life work. The administration will encourage those young men and women who are willing to dedicate themselves to a teaching career to seek employment in our District.

To keep its personnel policies, and the corresponding administrative regulations, in the highest state of effectiveness to achieve the above purpose, the Superintendent of Schools is directed to establish the procedures needed.

TYPES OF EMPLOYEES

The employees of the school system shall be divided into the unclassified and classified service. The unclassified service shall include all personnel who are required to be licensed by the State Department of Education, such as superintendents, program managers, directors, consultants, regular and special teachers and other instructional personnel. Other employees shall be in the classified service.

The classified service includes school nurses, clerks, janitor-engineers, lunchroom workers, building repair and maintenance workers, school aides and any employees in technical or professional service not required to have a teaching license.

DUTIES AND RESPONSIBILITIES

All employees are expected to be sensitive at all times to the welfare of the students being served. No action detrimental to the best interests of the students shall be taken.

Special care shall be taken by every employee in the use and protection of all Board of education property.

Every employee of the District is subject to the rules and regulations contained in the By-laws concerning his/her employment and the provisions thereof shall constitute a part of his/her contract of employment.

All employees of the Board of Education are expected to be punctual and regular in attendance upon their duties. Outside work is not permitted during working hours and all employees shall devote their entire time during the regular hours of employment designated for them to the duties to which they have been assigned.

If any employee is unable to report to duty because of illness or otherwise, immediate notice should be given to the office or department head. Prompt notice shall also be given of an anticipated resignation, request for transfer or leave of absence.

Every reasonable precaution shall be taken to prevent fire, by proper disposition of waste, entertainment decorations and other inflammable materials and by the vigilance at all times of all employees.

All staff members are expected to maintain a standard of dress, personal appearance, general decorum, moral standards and behavior that conforms to their professional status in the community.

OTHER POLICIES

RESIDENCY

The Minneapolis Board of Education strongly favors residency within the city of Minneapolis for all Minneapolis Public School employees. The Board of Education expresses appreciation to all who are residents of the city of Minneapolis and strongly encourages all non-resident employees to consider establishing residency in the city.

EMPLOYMENT

EQUAL EMPLOYMENT OPPORTUNITY POLICY

Compliance: It is the intent of the Board of Education and the Superintendent of the Minneapolis Public Schools, Special School District No. 1, to comply with all federal, state and local laws and ordinances which prohibit employment discrimination. Compliance shall also extend to provisions of negotiated contracts and Civil Service rules and regulations.

Coverage: The Board is committed to a policy of equal employment opportunities. This policy shall apply to recruitment, receipt of applications, selection, appointments, placement, training, compensation, benefits, promotions, transfers, disciplinary actions, layoffs, recall from layoff, and termination's for all school District employees. This policy will be extended regardless of race, color, creed, religion, ancestry, national origin, sex, affectional preference, handicap, marital status, status with regard to public assistance, Vietnam era veteran status and age.

Implementation: The Board assigns to the Superintendent the responsibility for the implementation of this policy and for the preparation and implementation of an Affirmative Action plan. The Board will provide the resources required to implement this policy and plan. Affirmative action will be the means to ensure that equal employment opportunities are extended to minorities, women, the handicapped and Vietnam era veterans in all levels of employment. The Board is committed to seek out, address, and remedy the effects of discrimination that may present barriers to the full employment of these persons. The plan will include realistic goals and timetables for the hiring and promotion of women and minorities.

The Superintendent shall designate an affirmative action officer to be responsible for the implementation of this policy and the affirmative action plan for the District. The affirmative action officer shall make annual reports to the Board on the progress toward attainment of the goals stated in the plan.

Good faith efforts toward the attainment of these goals shall be expected of all managers and supervisors. It shall be considered a violation of this policy for any person to retaliate against a person who pursues rights under the law, opposes acts that may violate the law or cooperates with investigations into alleged violations of the law.

SELECTION

All applicants must be qualified for the position according to the requirements established by the Board of Education and be properly licensed by the Minnesota State Department of Education.

Former age requirements have been suspended by action of the Board of Education. All candidates will be considered on merit and service potential.

Application Process

A candidate must complete and submit the regular application form. When credentials (placement file), transcripts and references are received, a composite evaluation is made by the

proper personnel administrator and curriculum consultant whenever possible. An applicant who is recommended for an interview is invited to meet with administrative staff members appointed by the Superintendent of Schools.

Twenty to forty minute interviews are conducted to enable the interviewers to become acquainted with the applicant. Each interviewer is required to make a rating of each candidate after a review of the application file and the interview. The resulting composite rating serves as a basis for placing a candidate on the active list for a position.

The files of those teachers placed on the active list and not employed before the opening of school for the next academic year are again reviewed. Candidates are contacted to determine if they are interested in placement at a later date. If so, they remain on the active list for a period of one year.

When a candidate is located some distance from Minneapolis and it does not appear expedient for the applicant to come for a committee interview, representatives of the school system may be delegated to interview the applicant. The interview evaluations made by these representatives are reviewed by the personnel administrator and the composite rating of the applicant is based upon the recommendations and the interviews.

The Human Resources Department also utilizes the reciprocity interview for screening candidates unable to be interviewed by its staff. Members of the American Association of School Personnel Administrators, composed of school personnel directors, nation-wide, interview for other members as the need arises.

An applicant may remain on the active list for a one year period provided current work evaluations are satisfactory.

LICENSURE

All teachers are required to furnish valid Minnesota State licenses in the field(s) for which they are employed. Renewal of an expired license is the responsibility of each teacher.

Elementary Teachers: A teacher in an elementary school must have a bachelor's degree with a major in elementary education and hold a Minnesota State license for teaching in elementary schools.

Secondary Teachers: A teacher in a secondary school must have a bachelor's degree with a college major in the area for which application is made and must have a Minnesota State license for teaching in secondary schools on which is listed his/her college major and minor.

FORMER MINNEAPOLIS TEACHERS

A former teacher in the Minneapolis Schools who wishes to be considered for employment must have the qualifications currently required of applicants for the position under consideration. Former tenured teachers in the Minneapolis Public Schools who are reemployed will not be required to repeat the in-service orientation program unless they have been away for at least five years.

PHYSICAL EXAMINATION

A medical examination is required of every licensed employee. This examination may be conducted by any licensed physician of the applicant's choice but must be recorded on the form supplied by the Board of Education. The report must be judged satisfactory by the physician for school personnel before a contract becomes valid.

TUBERCULIN TEST

Employees of all school districts, as defined in M.S.A. Section 120.02, shall, prior to employment and periodically thereafter as prescribed by the Commissioner of Health by rule, show freedom from tuberculosis in accordance with rules promulgated by the Commissioner of Health. The school district shall assume the payment of the cost of the services necessary for the diagnosis and report, but the obligation shall be limited to the actual examination and diagnosis and shall not include travel or incidental expenses.

The physical examinations, chest x-rays and tuberculin tests shall not be required of any employee who files with the School Board an affidavit setting forth that they depend exclusively on prayer or spiritual means for healing, that they are to the best of their knowledge and belief in good health, and that they claim exemption from health examination on those grounds.

If the chest x-ray or other examination shows evidence of active tuberculosis and the employee is certified by the employee's physician or other approved facility to be infectious and to be a danger to the public health, it shall be the duty of the School Board immediately to exclude such person from their employment during the period of infectiousness provided, however, that such exclusion from employment shall not restrict rights acquired by teachers pursuant to M.S.A. Sections 125.07 and 125.12.

School personnel may secure a chest x-ray from their personal physician, City Health Department or Christmas Seal Mobil Unit.

PSYCHIATRIC EXAMINATIONS

Psychiatric examinations shall be made only by a doctor recognized by the county medical society as a qualified specialist in psychiatry or neuropsychiatry.

DOCUMENTATION

Personnel must furnish a birth certificate or other satisfactory evidence of the date and place of birth and a certificate of good health by a licensed physician, submitted on a form prescribed and furnished by the Minneapolis Board of Education and subject to approval by a school physician appointed by the Board of Education.

QUALIFICATIONS

COMPENSATION

The Board of Education recognizes the necessity of an orderly procedure in salary administration. In keeping with the intent of this policy, the Superintendent of Schools delegates this responsibility to the Management Support Services Division.

PAYMENT FOR CONSULTING TEACHERS

Any teacher who acts as a consulting teacher for a student teacher from an accepted training institution shall receive fees established by contracts between the Board of Education and the teacher training institutions (providing payment has been authorized by the training institution.) Payment for consulting teacher service is included on the teacher's biweekly check shortly after the remuneration for the service is made by the college to the Board of Education. Usually these checks are sent to the Board of Education after the close of the college quarters or semesters.

PAYMENT FOR DEMONSTRATION LESSONS

Payment for college demonstration lessons and for demonstration lessons for teachers in a service is included on the teacher's biweekly check.

ASSIGNMENTS

APPOINTMENT TO A POSITION

All appointments to positions are made from an active list upon recommendation of the Director of Human Resources to the Superintendent of Schools after approval of the appropriate superintendent. A candidate on the active list is recommended for appointment on the basis of his/her qualifications to fill a particular position.

Non-Contract Teachers: Non-contract teachers whose positions are eliminated shall be referred in order of system-wide seniority for consideration for other openings in the field in other schools. Loss of seniority would come only with a break in employment. For any regular contract teaching positions which become available those qualified, licensed, contract or non-contract teachers already employed shall be given first consideration.

Seniority -- One Year Contracts: Teachers hired on one year contracts shall maintain seniority position based on the most recent period of continuous service under a one year contract.

CHANGE OF SCHOOL BUILDING ASSIGNMENT

Any teacher required to transfer to a different school building during a school year shall be eligible for one (1) duty day free of students to effect such transfer. When an entire building is moved to a new facility during a school year, additional days shall be provided as needed and approved the Operations Superintendent.

NEPOTISM

Effective March 14, 1973, no individual shall be employed for assignment or reassigned to a department, special program or school where one member of a family has direct or indirect administrative or supervisory responsibility over another member of that family.

For the purpose of this policy family relationship (including "step" or half-blood relationship) shall include:

1. Husband, wife
2. Brother, sister, mother, father, son, daughter
3. Brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law
4. Grandmother, grandfather, grandson, granddaughter

However, transfer or assignment of an administrative or supervisory employee to a department, special program or school shall not be cause for a person of such relationship to be transferred or terminated.

EXCHANGE TEACHING

Observation Time Allowance: Foreign exchange teachers may be allowed time during the early part of the school year to visit and observe work of other teachers of their own grade level or subject matter field. The need and the amount of time should be determined in conference with the program manager to which the exchange teacher is assigned. Not more than three full days or periods of time equivalent to three (3) full days shall be allowed.

Speaking Engagements: Exchange teachers should not be made available for speaking engagements to other groups before November 1, because of the task of orientation to this country and our schools. Between November 1 and the closing of the school year, they may be allowed up to ten (10) half days or equivalent of released time to be available for other schools and outside organizations in the community where the exchange teachers could further carry out their mission of improving international understanding.

Privileges and Benefits: A teacher on exchange leave of absence from the Minneapolis Schools shall be entitled to all privileges and benefits available to an employee in the school system.

TEMPORARY AND PART-TIME ASSIGNMENTS

The Board of Education recognizes the need for flexibility in staffing to include temporary and part-time assignments when this is the only means by which a well rounded educational program can be implemented. To that end, the Superintendent of Schools is directed to administer this policy as needed.

Temporary and Part-time Personnel: Part-time personnel are employed on a pro-rated basis of either the regular teacher salary if the assignment is permanent and six-tenths or more of the working day or on the pro-rated reserve teacher salary.

If the teacher is reimbursed on the hourly rate, no time will be compensated for preparation, since this rate implies reimbursement for the aforementioned.

Whenever possible, assignments will be made on a full-time basis rather than part-time, even if this implies a combined assignment in more than one school.

SUMMER AND EVENING SCHOOL ASSIGNMENTS

Minneapolis Public School teachers regularly assigned to classroom teaching positions during the school year shall have an opportunity to teach in summer school and evening school assignments before other licensed persons are assigned. Exceptions will be made when special licensing and/or requirements are necessary for assignment to a program.

Teachers who are best qualified to teach a particular subject or program shall be selected to teach in summer and/or evening school assignments. Whenever there are candidates with equal qualifications in the judgment of the program manager or person in charge, a two year rotation system shall be followed.

The Human Resources Department shall make an estimate of the number of teachers needed for the summer school program and shall attempt to select this staff by May 15. Teachers so selected shall be notified by letter. Applicants who are not selected will be notified as soon as possible after May 15.

Names of applicants not accepted will be placed on an eligibility list by rank order according to the date their application was received in the Human Resources Department. Applicants who are not selected will be notified of their rank order as soon as possible after May 15. As noted above the best qualified teacher will be selected.

Whenever it is necessary to release teachers because of declining enrollment, or for other reasons, the teacher with the most service in the assignment shall be released, all other conditions being equal. Exceptions to the policy will be made for teachers who have not completed a two year period of service in the specific assignment.

COMMUNITY CENTER TEACHERS

Candidates for positions in the evening high school, the summer schools, or for teacher in charge of community centers shall submit applications to the Director of Human Resources. After credentials and recommendations are assembled, a committee appointed by the Superintendent of Schools shall recommend eligible candidates to the Superintendent for appointment.

Candidates for community center positions must submit the proper application form accompanied by credentials to the Director of Human Resources. Selection of teachers is made by the individual responsible for the administration of the center upon recommendation of the Human Resources Department.

RESERVE TEACHERS

The Board of Education recognizes and appreciates the importance of the dedicated personnel on the reserve teacher roster. Each one has a share in improving the educational opportunity for students by helping to maintain continuity in the school program.

Selection and Employment: All candidates for reserve teaching must make application on the approved reserve teacher application form and arrange for an interview with a member of the professional staff of the Human Resources Department. The applicant is placed upon the active list if qualifications and recommendations meet the standards for reserve teacher employment.

Elementary Reserve Teachers: A teacher's license valid to teach in the graded elementary schools of Minnesota is the minimum requirement for reserve teachers in the elementary schools.

Secondary Reserve Teachers: Reserve teachers in the secondary schools must have a minimum of a bachelor's degree from an accredited teacher training institution. If the license was granted before March 1, 1951, the teacher must have had at least 15 semester hours of professional education for teaching. Reserve teachers must have a major or minor in the subjects for which they apply.

Licensure and Medical Report: Reserve teachers must have a valid license from the Minnesota State Department of Education and submit a certificate of good health from a licensed physician on the form provided by the Board of Education.

Hours, Availability: Reserve teachers shall observe the rules and regulations governing regular teachers. They need not hold themselves in readiness to all calls, but upon responding to calls shall observe the same hours as are required of regular teachers. Reserve teachers shall be free to accept other employment at will, and will not be dropped from the reserve teacher list for failure to respond to calls, provided they are in readiness to respond to a substantial number of calls during the school year.

Length of Reserve Teacher's Day: Reserve teachers shall report to the assigned school as soon as possible after being called. All reserve teachers should report to work twenty minutes before the opening of school and should keep the same hours as regular teachers.

Special Area Reserve Teachers: A reserve teacher teaching in any special area must hold a license issued for that special area, in addition to the regular license for teaching in elementary or secondary schools.

Retired Teachers: Retired Minneapolis Public School teachers may apply for reserve teaching.

Types of Assignments: An "assigned long-call reserve teacher" is one who is filling out the term of a teacher who has resigned, has been transferred or is on a maternity or sabbatical leave of absence.

An "incidental long-call reserve teacher" is one who is taking the place of a teacher who is on a leave of absence for reasons other than those stated in the paragraph above.

Reserve teachers on short-calls work on a day-to-day basis in a position for less than twenty (20) consecutive school days.

Responsibility for Calling Reserve Teachers: The Human Resource Office will call all reserve teachers for elementary and high schools, regardless of the grade, subject or department for which they may be needed. Reserve teachers must not be called except by the Human Resources Office.

Age Limitation: No teacher shall be employed as a reserve teacher who has attained the age of 70 years as of August 31 of any year.

The employment of reserve teacher who was required to keep herself in constant readiness to go to any school in city when called upon to do so, and who could therefore take no other job, was

not "casual" but was "regular" within meaning of Teachers Tenure Law and teacher was entitled to benefits thereof, 202 Minn. 102 (1938).

That teacher in city schools was designated as a "casual reserve teacher" during portion of her three years' probationary service did not prevent teachers from being entitled to tenure rights after having rendered three years probationary service. ID.

The tenure acquired by reserve teachers is that of a reserve teacher and not that of a regular teacher. Op. Atty. Gen. 172. Sept. 25, 1954.

Loss of Preparation Time: Every effort will be made to provide qualified reserve teachers for teachers who are absent.

In the event that teachers lose preparation time because a reserve teacher has not been provided, the building program manager shall work with the faculty to develop a fair and equitable procedure for the recovery of the lost preparation time.

TERMINATION

Notice of Resignation

Teachers resigning from the service must complete the approved resignation blank stating the date of resignation and the reason for terminating services ninety (90) days period to the effective date of the resignation. The form should be signed by the program manager and forwarded to the Human Resources Department. Exceptions will be made for just cause or by mutual consent.

DUTIES AND RESPONSIBILITIES OF TEACHERS

PROFESSIONAL EXPECTATIONS

At all levels of teaching, the professional tasks of teachers require considerably more time than that devoted to actual class instruction. Some of these tasks are: study and research to keep abreast of new knowledge and techniques, evaluation of students' work, record keeping, lesson planning and preparation, student and program manager conferences, in-service training meetings and student supervision outside the classroom. It is most unlikely that a professional, competent teacher can accomplish these tasks in a forty (40) hour work week. A rigid regulation on duty hours of teachers would tend to imply that there was a specific amount of time within which the accomplishment of the job could be expected.

Teachers are expected to be in their classrooms or at assigned duties prior to the beginning of their instructional day and after the close of their instructional day. This time is necessary for educational planning, preparation and conferences with students, parents and faculty members. Teachers whose effectiveness is impaired by a lack of lesson planning or participation in necessary activities before and after school shall be dealt with as individuals. Rigid duty hours shall not be imposed upon all teachers in order to discipline the few exceptions who take advantage of being treated as professional educators.

Teachers shall:

- Be alert at all times to recognize unusual conditions, either mental or physical, in the pupils under their immediate supervision. It is the responsibility of the teacher to continually observe the students for any changes in their behavior which may indicate a need for further study by qualified personnel. Where such conditions are suspected or discovered, proper referral of the student is to be made.
- Encourage and promote good attendance. The teacher is authorized to excuse absence for reasons specified by law. Unexcused absence and all cases of persistent absence or tardiness shall be reported to the appropriate supervisor. Keep an accurate record of each pupil's attendance and progress and make periodic reports to the program manager and to parents as determined by the Superintendent.

- Be responsible for proper supervision and control of pupils in the school building, on the school grounds or at any school-sponsored activity, and be authorized to use such moderate and reasonable force only as may be necessary to restrain a pupil from attacking a pupil, a teacher or other school personnel or from injuring himself; or to remove a pupil from a scene of disturbance if he refuses to comply with the teacher's directions for establishing or maintaining order. When this is done, the program manager shall be promptly apprised of the situation. Serious cases of misbehavior, indicating the need for special study or adjustment of a pupil's program, should be reported to the program manager.
- Be accountable for books and supplies issued to their classroom, or to pupils in their classroom, and shall keep such records as may be required to carry out this duty.

EMERGENCY PLANS

Individual schools should continue to study and update their building security plans for meeting unusual situations which might cause physical harm to students and staff. Students and staff should be involved in the study and updating of such plans. Copies of these plans should be filed with the appropriate associate superintendent of schools. These individual building plans will be studied and may serve as the basis for a city-wide plan. Teachers and students will be involved in the development of this city-wide plan.

PERSONAL INJURY TO SCHOOL PERSONNEL

In the case of a serious accident, the office of the Superintendent of Schools is to be notified immediately by telephone. This shall be followed by a written description of the details of the accident.

Accidents to employees shall be reported immediately in triplicate on the white report blank No. 036a and sent to the Employee Benefits Department.

If an employee has received a minor injury, the employee is to be given first aid by a qualified person. Regardless of how slight the injury may seem, it should be examined and treated by a private doctor or doctors Hennepin County Medical Center.

If an employee has been seriously injured or is very sick, the employee is to be sent to the Hennepin County Medical Center or a nearby hospital from which he/she can be removed to a hospital of his/her choice and attended by a physician of his/her choice when his/her condition permits.

AN EMPLOYEE WHO HAS RECEIVED MEDICAL TREATMENT BY ONE DOCTOR CANNOT LEGALLY CHANGE DOCTORS, EXCEPT IN AN EMERGENCY SITUATION AS STATED ABOVE, WITHOUT THE CONSENT OF THE CITY OR BY AUTHORITY OF THE INDUSTRIAL COMMISSION.

The Industrial Commission of the State of Minnesota may at any time, upon the request of an employee or employer, order a change of physicians and designate a physician suggested by the injured employee or by the Commission itself, and in such case the expense thereof shall be borne by the employer upon the same terms and conditions as herein before provided in the section for medical and surgical treatment and attendance.

PHYSICAL EXAMINATION -- EMPLOYER'S PHYSICIAN

The injured employee must submit himself to examination by the employer's physician, if requested by the employer, and at reasonable times thereafter upon the employer's request. If the injured employee refused to comply with any reasonable request for examination, his/her right to compensation may be suspended by order of the Industrial Commission, and in such a case, no compensation shall be paid while he continues in such refusal.

ASSAULTS ON TEACHERS

Upon receipt of a written report from a teacher, the program manager shall report to the appropriate associate superintendent each case of assault suffered by the teacher in connection with his/her employment in which personal injury or property damage occurs. Such assaults against teachers may be reported to the police by the teacher or his/her designee.

In any reported assault case, the attorney for the Board of Education shall:

1. Inform the teacher of his/her rights under the law in connection with assault, and
2. Assist the teacher by acting in an advisory capacity.

ACTIVITIES

ACADEMIC FREEDOM

Academic freedom is essential to the fulfillment of the purposes of the Minneapolis Public School System. Minneapolis teachers will be protected from censorship or restraint which unreasonably interferes with their obligation to expose students to controversial issues and to help students express their own views on such issues.

The teacher's responsibility should be to show objectively to see that various sides of controversial issues are given. To carry out this responsibility, a teacher should be well informed in the areas being studied. It is recognized that any teacher has the right to have appoint of view and to express that view, but the teacher also has the responsibility to tell their students that the statement is their own view.

A public school must guard its environment from disturbing influences which might tend to inhibit learning. For this reason, individuals not involved in the teaching-learning process within the school must follow established procedures in making school contacts.

PROFESSIONAL GROWTH

All employees shall be provided opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties.

In the light of their impact upon the lives of students and in keeping with the breadth of experience and depth of training which they possess, opportunities for the professional staff shall be especially rich and varied.

The superintendent may provide the staff with opportunities in areas such as the following:

1. Released time and leaves of absence for travel and study;
2. Visits to other classrooms and other schools;
3. Conferences involving other personnel from the District, county, state, region or nation;
4. Membership in committees drawing personnel from such sources;
5. Training and classes and workshops offered within the District;
6. Further training in institutions of high learning;
7. A full, up-to-date, professional library for the professional staff, made available for optimum reference use.

The budget of the District shall include funds to help defray in-service growth expenses of employees. Determination of in-service growth activities and participants will be made by the superintendent, or those whom he designates.

Travel and subsistence expenses shall be at the statutory rate, except that no financial assistance will be allowed for summer school.

STAFF DEVELOPMENT TIME

The purpose of all release days, with the exception of parent teacher conference days, shall be for staff development.

Teachers and administrators of individual buildings and units shall jointly plan and participate in a minimum of seven (7) of the release days for students per school year. The remaining release days may be planned by consultants, area personnel or system wide administrative staff involving teachers in the planning as appropriate.

SCHOLARSHIPS

The Board of Education shall offer to school personnel scholarships for special study during the summer. Such scholarships will be awarded to encourage the development of teaching competencies needed within the District.

Courses completed by personnel which are beyond those recorded for salary classifications shall be submitted to the Human Resources Department soon after the courses are completed.

ORGANIZATIONS

Employees of the Minneapolis Public schools are free to join any employee organization to which they are eligible for membership. They also have the right to abstain from membership in any employee organization. The Board of Education and the school administration shall not try to influence any employee in the selection of any employee organizations by making space available in school buildings outside of normal working hours. The Board of Education and the school administration hold the program manager responsible for activities which occur within the program. Plans for meetings to be held in any school must be cleared with the program manager.

ORGANIZATIONAL MEETINGS

The school district shall recognize Wednesday after school and evening as a time reserved for Professional Organization meetings. Every reasonable effort shall be taken to reserve this time.

Bona-fide teacher organizations may schedule meetings in any school building with reasonable notice to the building program manager. Mutual effort will be exerted to avoid conflicts with meetings or activities previously scheduled.

Any fees regularly charged for the use of a building will be borne by the teacher's organization involved.

PROFESSIONAL MEETINGS

Basis for Approval of Attendance at Professional Meetings

Licensed personnel are expected to participate in professional meetings as a means of keeping alert to recent developments and to gain through association with others engaged in the same pursuit. At the community and state level, schools are closed for attendance at the Educational Conference of The Minnesota Federation of Teachers and the Minnesota Educational Association because of the benefits expected which should find their way into the education of youth. Also there are many sectional meetings for which a few teachers are excused without loss of pay during school hours such as the state conferences in the subject-matter fields at the University.

For all persons requesting to attend conventions, the extent of participation on the program, the number of individuals who request the privilege of attending and the amount of time lost from the school system for the conventional are factors to be considered in approving convention requests.

There are special conventions, conferences and workshops which the superintendent may desire to ask school personnel to attend with expenses paid. Also, program managers, teachers or consultants may be excused without loss of pay to attend conventions where the results derived will contribute to the welfare of the schools.

The extent of the participation in the program, the number of individuals requesting the privilege of attending, and the amount of time lost from the school system for the meeting are factors which will be taken into consideration in approving convention or conference requests.

EXPENSES ALLOWED

Expenses incurred for transportation, hotels, and meals cannot be allowed, except in cases where the Superintendent may request a licensed employee to attend a special convention, conference, or workshop. Licensed employees may be excused to attend conventions, without loss of pay, when the results derived from attendance at meetings will contribute to the welfare of the schools.

Instructions for Requesting Permission to Attend

Request for permission to attend conventions should be made to the appropriate superintendent in charge of the work of the department or school at the beginning of each school year.

Transportation will be allowed on the basis of rates of first-class rail, and Pullman, and tourist rate by air. It should include taxis to and from the station, but does not include tips or other miscellaneous expenses. Tourist class is to be utilized where feasible.

Consultants

Consultants will be allowed transportation, hotel and meals for one approved national professional meeting each year.

Consultants may be allowed up to \$50.00 toward expenses to attend other approved out-of-city professional meetings.

Federal and State Aid

Where the Federal or State government furnishes a substantial portion of the expenses for attending a convention, it is assumed that they feel it worthwhile as an incentive to furthering the cause of the specialized field and consultants will be allowed transportation expenses for attendance at one additional convention on the designated list. Where they carry an important role on the program, transportation, hotel and meals will be allowed.

Final Approval

The extent to which the above policies can be implemented must be subject to the approval of the Superintendent of Schools.

Reports

Any individual who attends a convention shall give a resume of the program to the consultant in publications for possible dissemination in whatever way seems most appropriate.

BUILDING AND CITY-WIDE PROFESSIONAL MEETINGS

It is recognized that professional meetings deal with ideas and concepts. Meetings held for this purpose cannot have terminal devices built into them all of the time.

Faculty meetings shall generally last no longer than one (1) hour beyond the teacher's normal day. "Zero" hour teachers attending regularly scheduled faculty meetings should be released on other days to compensate for this time.

Individual school building meetings should not be scheduled more frequently than once per week. However, additional meetings may be scheduled to handle special or emergency situations. Individual teachers should not be required to attend more than one (1) meeting per week called by a member of the central administrative or supervisory staff.

Local Meetings

No hard and fast lines can divide the week among the different groups, but the general schedule is as follows: Mondays are set aside for building faculty meetings. Tuesdays and Thursdays are reserved for professional meetings called by curriculum committee chairpersons, or consultants and appropriate superintendents.

CONFERENCES, CONVENTIONS AND VISITING DAYS

Teachers are encouraged to apply for this type of leave. The superintendent is authorized to grant a leave of absence without loss of pay to licensed employees to allow them to observe methods of teaching, to attend professional meetings, or for other school purposes. Requests for such leaves should be made in writing to the appropriate associate superintendent. Notification of action on the request shall be made in writing and in cases where the approval has not been granted, the reason shall be given. Form 49A is to be used for this type request.

IN-SERVICE MEETINGS

All in-service meetings will be planned and organized by committees which include teacher representatives.

IN-SERVICE MEETINGS FOR TEACHERS NEW TO THE SYSTEM

Teachers during their first year of employment, or reemployment within the Minneapolis School system may be required to attend up to eight (8) in-service meetings during that year. In no event shall any of these meetings extend beyond the defined teacher day by more than one (1) hour. Former tenured teachers in the Minneapolis Public Schools who are reemployed will not be required to report the in-service orientation program unless they have been away for at least two (2) years. Former tenured teachers may be required to attend up to five (5) in-service meetings during their first year of new service.

TRAVEL

It is to be expected that employees will be conscientious in keeping expenditures to a minimum consonant with reasonable comfort and convenience.

Travel Expenses Allowance: Minneapolis Public Schools employees (directors, consultants, program managers, teachers and other personnel) approved for travel at school expense will be reimbursed for such travel on the following basis.

Transportation: Travel shall be by airline unless otherwise approved by the appropriate superintendent.

Expense allowances for means other than air travel will be authorized by the appropriate superintendent with the person or group when the trip is being planned. This will facilitate budgeting for travel when maximum conference attendance is desirable.

Transportation--Airport or Depot: Airport limousine expense will be allowed to and from the airport. Taxi allowance will be allowed between a depot and the hotel.

Transportation -- Within Convention City: It is anticipated that local transportation will normally be available via public transit systems. In most cases conferences are held in the immediate

hotel or within a reasonable walking distance. In unusual circumstances, transportation expenses for conference attendance from the hotel may be approved upon authorization by the appropriate superintendent

Food Allowance

An allowance of up to \$10 per day will be allowed for breakfast, lunch and dinner. An additional amount will be approved whenever banquets or luncheons are a part of the conference. This amount will be the expenses by which the \$10, three-meal per diem allowance might be exceeded. It is anticipated that the per diem allowance will include gratuities.

Hotel Expense

Hotel bills will be reimbursed on the basis of double-room occupancy unless otherwise approved by the appropriate superintendent.

Conference Fees

Normal conference attendance fees will be allowed, such as registration fees, educational trip fees as a part of the conference, etc.

Expense Account Reporting

Hotel bills, travel ticket receipts (or copy) and conference registration receipts are to be submitted with each expense statement. Expense accounts should be submitted in the following detail:

1. Hotel
2. Travel
3. Limousine, taxi or transit expense
4. Meals (Itemized daily. This may be shown, e.g. -- Nov. 24, 3 meals \$.)
5. Conference fees (e.g. registration fee, any conference-related tours)

PRIVATE TUTORING

Teachers and program managers shall not give private lessons for pay to pupils in their own classes or schools during the school term. Members of the administration and supervisory force shall not give lessons for pay to teachers or program managers under their supervision.

PUBLICATION OF ARTICLES

Staff members are encouraged to contribute professional articles and news items to local, state and national agencies. All professional articles in which the Minneapolis Public Schools or any of its separate departments is mentioned should be cleared through the office of the Superintendent of Schools. The appropriate program manager, director of supervisors shall advise the Superintendent of the validity, reliability and general information contained therein.

NON-SCHOOL EMPLOYMENT

All school personnel are employed for a specific job in the schools. It is understood that the duties of this position shall be carried out to the satisfaction of the Superintendent of Schools, the program manager, and supervisors. The Board recognizes the right of each individual to improve himself financially.

Personnel of the schools may receive compensation for outside activities as long as these activities do not interfere with the proper discharge of their assigned duties or do not cause poor public relations within the community. It is expected that any outside activity should be carried on in a businesslike and ethical manner.

SCHOOL COMMUNITY ACTIVITIES

Minneapolis teachers recognize the value of involvement in school-community activities and encourage participation in such activities. Such participation shall be on a voluntary basis.

The program manager shall compile and post, by October 1 of each year, a list of activities for teachers to consider.

SOLICITING AND SELLING

Collections

Collections of money, food or clothing shall be made only in accordance with regulations established by the Board.

Agents

No person shall advertise, promote or attempt to sell any article, investment, insurance or other business proposition to any pupil or employee of the Board of Education during school or office hours or on any school property. This prohibition shall not apply to employees of the Board of Education whose duties involve the purchase of goods or services for school use, nor shall it apply to the interview of members of textbook committees when carried out in accordance with the procedure for selection and adoption of textbooks prescribed by the Board of Education.

Sales In Building

The sale or advertising of merchandise in the school buildings or upon the school grounds or as a school project for money raising purposes is not permitted except with the consent of the Board of Education. This rule shall apply:

1. Pupils in the schools shall not be used to advertise any particular brand name or to promote the sale or use of products so advertised. The collection, through the schools, of coupons or labels which serve to promote the sale or use of the brands or products so advertised is prohibited.
2. In school activities where there are concessions or where products sold are emblematic of the school or are an essential recognized part of an activity and where the product is advertised and sold under the supervision of the program manager.

Sale of Tickets

Sale of tickets to activities authorized by the schools shall be made only under the supervision of the program manager and in accordance with regulations established by the superintendent.

TEACHER EXCHANGE PROGRAM

Teachers in the Minneapolis Public Schools may participate in a teacher exchange program with other school systems and educational agencies.

The intent of the program is to provide an opportunity for staff members to work in another educational frame of reference in order to gain different insights into instructional patterns, schedules, facilities, students and cultural environments. It is to be expected that the system or agency with which the exchange is made gains in similar fashion.

Participation in the program is on a voluntary basis.

All exchanges of personnel require the approval of the Superintendent of Schools and the administrative head of the other system or agency.

Approval for each teacher exchange will be by means of a letter between the other system or agency and the Minneapolis Public Schools specifying:

- a. Names of the volunteer participants
- b. Assignment in other system or agency
- c. Length of time of exchange
- d. Salary agreement
- e. Other relevant details concerning the exchange

No more than two (2) persons from any one (1) school may participate in an exchange program in any one (1) school year.

Exchanges are to be initially planned for a definite period of time and may vary according to the circumstances of the individual case. Should extensions of this time seem desirable, such extensions will require approval as outlined above.

The Minneapolis Public Schools reserves the right to interview and make a decision as to the acceptability of all teachers from another school system or agency prior to agreeing to a specific exchange.

STUDENT TEACHING

The Superintendent of Schools shall be authorized to enter into agreements with teacher training institutions to place student teachers in the schools and arrange for suitable contracts to cover arrangements including honorariums, placement and subject matter assignment.

Assignments: All consulting teachers (for student teachers) must have the approval of the program manager. The names are placed on the master list which must be approved by the appropriate superintendent with a few exceptions, assignments are made from approved lists. All assignments are recorded in the Human Resources Department, and notices of assignments are sent from the Human Resources Department. Payments for consulting teacher service are made by the college directly to the Board of Education, where a payroll for consulting teachers is prepared and checks dispersed.

Limitations: Only two (2) student teaching units may be assigned to a teacher during a quarter or semester, except in special areas where there is a shortage of consulting teachers. Teachers on probationary cannot act as consulting teachers, except with approval of the appropriate superintendent.

INVOLVEMENT WITH PROGRAM

CURRICULUM

A joint Union-Board committee will be established to make recommendations in the following areas:

1. Use of textbooks which are racially and sexually integrated and portray minorities, women and men in non-stereotyped roles.
2. Use of materials wherever possible including the history of minorities and women.
3. Use of materials and comprehensive units wherever possible which deal with problems of racism and sexism.
4. Availability of volunteer service courses be made available for counselors, home economics teachers, industrial arts teachers, history teachers, elementary teachers, teacher or employee groups and any employee category that will aid them in attempts to eliminate racist and sexist practices in their specific areas.

5. A striving toward equal opportunity for females and males in athletic programs.
6. Implementation of the recommendations made by the Task Force on Racism and the Task Force on Sexism.

BUILDING CURRICULUM COMMITTEES

Establishment of Curriculum Committees: Every school at the discretion of the faculty may have a Curriculum Committee. The Curriculum Committee shall be formed by the faculty with the approval of the program manager. It is recommended that all departments within a school be represented on the Curriculum Committee.

Functions of Curriculum Committees:

1. Educational Priorities -- It shall be the function of the Curriculum Committee to work closely with the building administrator(s) in recommending the curriculum priorities of the school.
2. Budget Allocations -- The Curriculum Committee shall work closely with the building administrator(s) in recommending department budget allocations based on needs of individual departments.
3. Master Schedule -- A representative of the Curriculum Committee selected by the Curriculum Committee shall have the opportunity to participate in or review the preparation of the master schedule in order to assure optimal utilization of individual teacher strengths and preferences.

ELIMINATING SEXIST AND RACIST CURRICULUM PRACTICES

A goal of the Minneapolis Public Schools is to develop a curriculum and use materials which are non-sexist and non-racist. To achieve this goal there should be maximum effort to implement the following:

1. Use of textbooks which are racially and sexually integrated and portray minorities, women and men in non-stereotyped roles.
2. Use of materials wherever possible including the history of minorities and women.
3. Use of materials and comprehensive units wherever possible which deal with problems of racism and sexism.
4. That whenever possible, volunteer in-service course be made available for counselors, home economics teachers, industrial arts teachers, history teachers, elementary teachers, teacher or employee groups and any employee category that will aid them in attempts to eliminate racist and sexist practices in their specific areas.
5. A striving toward equal opportunity for females and males in athletic programs.

MAINSTREAMING

Whenever it is recommended by the building student support team and approved by the Operations Superintendent and/or the director of special education, an adjustment in the class size or whatever other measures may be necessary will be provided to preserve the dignity of the handicapped student in compliance with state and federal law.

PROGRAMMING FOR SPECIAL EDUCATION SERVICE

Special education personnel in a building will meet with other licensed staff involved with an individual student, in a student support team concept, to plan programming for the student requiring special education services.

SPECIAL NEEDS PROGRAMS

The District acknowledges the special needs of those handicapped students that are integrated into the regular school program. Acknowledging these needs, the District will provide resource materials and consultative service to the classroom teacher(s) involved and direct service according to the individual needs of students and in accordance with the state special education regulations. Every effort will be made to assign no more than one (1) such handicapped student to any one (1) regular classroom. Whenever it is recommended by the building student support team an adjustment in the class size will be considered by the Operations Superintendent.

Whenever a student is assigned to a regular program during a school year from special school or special station, a thorough sharing of information shall be provided by staff of the student's sending school in order for the teacher(s) involved to have full information. Such information should include the severity of the disability, previous educational experience in special classes, family and medical data, etc.

POLICY CHANGES

The Board of Education, or its designee shall meet and confer with the Minneapolis Federation of Teachers when changes of policies which affect teachers are being considered.

PROCEDURES FOR RESERVE TEACHERS

Procedures for Reporting an Absence and Requesting Reserve Teachers

When a teacher is to be absent from his/her assignment, the teacher will call the Minneapolis Substitute Management System (MSMS) in order to report the specifics of his/her absence and request a reserve teacher if one is needed. The procedures listed below are to be used in order to enter an absence into the system or to review or cancel an absence already entered into the system. Specific procedures required to complete these steps are as follows:

1. Prior to using the MSMS for reporting absences, each teacher must register into the system and receive a Personal Identification Number (PIN) unique to him/her. This registration is a one-time activity and allows the teacher to use the MSMS at any time thereafter.

MSMS Phone No.: 627-2455

Hours: 24 hours per day (closed for maintenance ½ hour each day approximately around noon.

2. To report an absence: The teacher can report an absence up to thirty (30) days. The teacher can specify which reserve teacher he/she wishes for the absence by entering that person's telephone number. The voice prompts in the MSMS will guide the teacher through the process of entering all of the specifics of each absence to be reported.

Upon completion of the absence reporting process, the teacher will receive a Job Number. The teacher should record this number since it is confirmation that the absence has been entered. The reserve teacher to whom the job is assigned will receive the same Job Number from the MSMS to confirm the filling of this vacancy. Specific options for the teacher to pre-assign the reserve teacher of choice is explained by the voice prompts when calling the MSMS. The MSMS begins the calling out process to fill every vacancy as

soon as it receives the report of the absence. Teachers are encouraged to enter an upcoming vacancy as soon as possible.

NOTE: All calls into the MSMS must be made on a push button telephone. touch tone service is not necessary if the telephone has a "T/P" switch on it.)

3. Teachers already reporting an absence into the MSMS may call into the system to review (confirm) an absence report or can call to cancel an absence he/she has previously reported. The specific steps in reviewing or canceling an absence are outlined by the narrators voice prompts on the MSMS.
4. Teachers who are assigned to school sites, but do not require reserve teachers should also call into the MSMS to report their absences and indicate in the report that no reserve teacher is required.
5. It is suggested that a teacher who has called the MSMS to report an absence also call the school office to let the site know that he/she will be absent. It is also suggested that the teacher call the school office prior to the close of school on the last day of absence to inform the office that they plan to return the next day. Each school/site office will call the MSMS each morning to review the list of absent teachers and the names of the reserve teachers assigned to each absence.
6. Should a teacher fail to follow this procedure and a reserve teacher is provided on a day the teacher is not absent, the reserve teacher shall remain in the assignment and the teacher will forfeit salary for that day.
7. Upon arrival at a building, the reserve teacher shall first report to the school building office and mark arrival on the Reserve Teacher Register. At the end of the day the reserve teacher should inquire as to whether he/she is needed for the next day. If the assignment has been completed, the reserve teacher should call the MSMS for any additional assignments if available.

CHECKING IN AND OUT

Upon arrival at the building, the reserve teacher shall first report to the school building office and mark arrival on the Reserve Teacher Register. At the end of the day the reserve teacher should inquire as to whether he/she is needed for the next day. If the call has been completed, the reserve teacher should check out by calling the reserve teacher clerk in the Human Resources Office giving his/her name, the name of the school, and the number of days on call. This checkout will clear the reserve teacher's record for other calls.

CHEMICAL DEPENDENCY POLICY FOR LICENSED PUBLIC SCHOOL PERSONNEL

1. Chemical Dependency is a progressive, terminal, but treatable illness. It should, therefore, be considered as any other illness is considered under school policy. It is covered by the present sick leave policy and insurance.
 - A. Upon request assistance will be made available to all employees who are concerned about their dependence on alcohol and other drugs.
 - B. It is the responsibility of any employee who is chemically dependent to seek treatment for this illness.
 - C. The employee's position, tenure, or promotional opportunities are in no way jeopardized by the employee's request for assistance or treatment.
2. Referral to the School Health Service Department shall be made in any situation where an employee has been identified as being unable to perform effectively because of chemical dependency.

- A. A Chemical Dependency Counselor will always be available to counsel with individuals, where chemical dependency is known or suspected to be a problem.
 - B. The employee and the family will be fully informed as to what is expected and what help is available.
 - C. While alcohol and other drug dependency shall not be accepted as the specific cause for disciplinary action, the school system will not condone continued unsatisfactory job performance nor absenteeism due to chemical dependency.
3. Refusal by an employee of prescribed treatment, together with ineffective performance on the job, shall be a basis for disciplinary action that could lead to separation.
 4. Each employee's case will be handled as promptly, as thoroughly, and as confidentially as possible.

PROFESSIONAL GROWTH CREDITS

- I. Professional Growth Guidelines Committee: A Professional Growth Guidelines Committee has been initiated in order to recommend guidelines for professional growth in the Minneapolis Public Schools. The membership for this committee will consist of nine (9) members. Four (4) members shall be appointed by the Exclusive Representative and four (4) members shall be appointed by the superintendent.
- II. Professional Growth Committee: A Professional Growth Committee will consist of fifteen (15) members. Seven (7) members shall be appointed by the Exclusive Representative and seven (7) members shall be appointed by the superintendent. The committee shall review all proposals for professional growth courses and shall determine the number of credits, if any, which will be awarded.

ADMINISTRATIVE PROCEDURES RELATIVE TO THE POLICY ON ACADEMIC FREEDOM

Procedures in making school contracts to be used by parents or interested citizens in questioning the suitability of learning materials:

Educators must be free to select, recommend and assign those learning materials which are significant to students and appropriate to their maturity. Committees of teachers evaluate and select materials in their subject fields.

When a school receives a complaint regarding learning materials, this procedure should be followed to insure a fair and speedy resolution.

The parent or interested citizen will inform the program manager of his/her concern. If a parent or interested citizen wishes to visit the school to confer with teachers regarding the use of materials, he/she must follow the procedures outlined below.

1. Notification will be given the school concerning the nature of the proposed conference, citing the teaching materials under question and listing the names of the parents or other visitors who wish to attend.
2. The appointment will be confirmed by the teacher. The teacher may choose to have the program manager and other representatives present at the conference.
3.
 - a. If, after the conference, a parent still questions the use of the materials for his/her son or daughter, the school will excuse the student from using these materials and will provide substitutes for which the student may receive full credit.
 - b. If, after the conference, a non-parent still questions the use of the materials, he/she may elect to file a Citizen's Request for Reconsideration of a Work and the procedure would then follow Step 5 through Step 8.

4. In cases where questions have not been resolved in a conference, parents may request a visit to the classroom to view the materials in use. Such visits will be restricted to parents whose students are in the classes where the materials are being used. Arrangements with the teacher and the program manager must be made at least three (3) school days in advance for such visits. In order to insure that instruction will be minimally disturbed, the number of visitors that may visit a classroom during a period may be restricted.
5. If no solution is reached in the conference or classroom visitation, the program manager will request that the complainant fill out the form, Citizen's Request for Reconsideration of a Work.
 - a. If the form is not filled out, the program manager will send a written explanation of the incident to the appropriate associate superintendent.
 - b. If the form is filled out, it is sent to the chairperson of the Students' Right to Learn Committee.
6. The chairperson on the Students' Right to Learn Committee will arrange for a hearing of the complaint as soon as possible. In advance of the hearing on the complaint, the chairperson will arrange for the committee to review the pertinent materials. He/she will send out materials to read, provide screening of films, and whatever may be necessary for the committee's knowledge prior to the hearing. The chairperson will invite to the hearing the complainant, the committee and such other persons as the chairperson deems necessary.
7. The committee, after its hearing, will recommend to the associate superintendent appropriate action.
8. The associate superintendent will notify the complainant and others involved, in writing within five (5) school days after the hearing, of actions taken or contemplated.

Requests for Public Viewing

If a group wishes to have a viewing of a work or works, a written request should be made to the appropriate associate superintendent. The written request should include titles of the materials to be viewed, specific questions about the materials, the number of viewers and, whenever possible, the names and addresses of individuals as well as organizations who will attend the viewing.

The time and place for the viewing will be set by the associate superintendent and he will notify all those listed in the request by letter of the time and place of the viewing. Every effort will be made to arrange for the viewing at a time and place convenient to those making the request. Viewings will be scheduled in local schools or at the Administration building, 807 Northeast Board. Appropriate personnel will present the materials, explain the context in which they were used and answer questions from the audience related to this matter. Such area-wide meetings will be devoted entirely to the discussion of the controversial material for which citizens have requested a reconsideration in writing.

ADMINISTRATIVE PROCEDURE RELATIVE TO TEACHER PERFORMANCE

To promote a higher level of effectiveness of each teacher's performance, program managers will submit every other year one or more of the following to the appropriate associate superintendent:

- A. A written evaluation regarding teacher effectiveness.
- B. A written summary of a program manager-teacher conference regarding the teacher's effectiveness.
- C. A written summary of an observation conducted while the teacher was working with students.

One copy of any such written evaluation or summary will be filed in the school office, one copy will be sent to the teacher, one copy will be sent to the appropriate associate superintendent, and one copy will be filed in the teacher's personnel file.

A teacher may submit a response to a written evaluation or summary and such a response shall be attached to and become a part of the teacher's personnel file.

ADMINISTRATIVE PROCEDURE RELATIVE TO ADMINISTRATOR PERFORMANCE

To promote a higher level of effectiveness of administrator performance, teachers may submit individually on an annual basis their impressions of the program manager's and/or assistant program manager's effectiveness as an administrator.

Copies of the evaluation are to be sent to the administrator, to the Operations Superintendent and to the Human Resources Department for filing in the administrator's personnel file.

The administrator may submit a written response to the evaluation statement and such response will be attached to and become a part of the administrator's personnel file.

No reprisals of any kind will be taken by the Board of Education or the administrator against any teacher who submits an evaluation statement of an administrator.

SECTION III: ACTIVE SELECTED POLICIES OF SPECIAL SCHOOL DISTRICT #1

For other Board of Education policies and administrative rules and regulations governing the operation of Special School District #1, refer to the Davies-Brickell series on policies, bylaws and regulations of the Minneapolis Public Schools, books I and II.

COMMUNITY RELATIONS

Gifts to School Personnel

It is understood that no school employee or Board member is to receive any commission, expense-paid trips, or anything of value from individuals or companies selling equipment, or materials required in the operation, maintenance or capital construction of the Minneapolis Public Schools. The operation of the schools includes the purchase of materials for the repair and maintenance of the school plant, for the conducting of student classes, and for materials and supplies used in school organizations, such as clubs, senior class, etc.

Policy revised: 1/30/73

1580

COMMUNITY RELATIONS

Soliciting Funds, Peddling and Canvassing from School Personnel/Students on School Grounds

Collections of money, food, or clothing shall be made only in accordance with policies established by the Board.

Because fund raising drives may divert time, energy, and attention of the staff from their educational tasks, the Board of Education sanctions the solicitation of funds/pledges from district employees to be conducted annually by those organizations so authorized by the administration. All solicitations will be conducted annually by the administration based on cost efficiency. Funds collected and pledged via payroll deductions will be sent to the central headquarters of the respective organizations. The Board of Education supports employees freedom of choice between various organizations.

No person shall sell, solicit, loiter, or take orders for any goods, wares, books, newspapers, magazines, merchandise, insurance, course of instruction or any other thing on school grounds or in school buildings.

This policy does not prohibit orders, sales and soliciting to the school board, the superintendent of schools, employees of the Board of Education whose duties involve the purchase of goods or services for school use, or to members of the textbook/learning materials committees when carried out in accordance with prescribed procedures.

Canvassing and Distribution of Literature in Areas Adjacent to School Grounds.

To facilitate ease of access to Minneapolis Public Schools, to protect the safety of students, and to maintain order while loading and unloading school vehicles, all canvassing and distribution of handbills, pamphlets, literature or any other non-school material to students and school personnel is prohibited on sidewalks adjacent to school grounds during all periods when students are loading and unloading from school vehicles.

Policy revised: 4/14/92

1720

COMMUNITY RELATIONS

External Funds

While the Minneapolis Board of Education strongly advocates local control of public school districts, it does recognize that the active search for, and the prudent use of existing corporate and business, foundation, state and federal aid will fund special programs and supplement on-going programs. Such funds will be accepted so long as they further the goals and objectives of the Minneapolis Public Schools and are used within the policies of the Board of Education and Minnesota law.

The Superintendent of Schools shall provide fiscal and program data to the appropriate corporate and business, state and federal agencies empowered to award grants and contracts for which the district applies.

The Board of Education shall annually authorize the Superintendent or other appropriate officers, to apply, to accept and to contract for funds which meet the above criteria, and to make assurances regarding the proper expenditure of funds and compliance with applicable laws, rules and regulations.

Policy revised: 2/12/91

3000

BUSINESS

Code of Ethics

All Minneapolis Public Schools officials, employees, council and advisory council members, including community education and citywide site based councils, whether elected or appointed, paid or unpaid, shall follow the Code of Ethics which follows. The Superintendent of Schools shall take the necessary steps to assure that all individuals are in compliance.

Policy revised: 4/14/92

Section 4 and 5 of the Code of Ethics

Fair and Equal Treatment

4. A. Use of Public Property. No public official or employee shall request or permit the use of school district owned vehicles, equipment, materials, or property for personal convenience or profit, except when such services are available to the public generally or are provided as school district policy for the use of such official or employee in the conduct of official business.

B. Obligations to Citizens. No public official or employee shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

5. Conflict of Interest

No public official or employee, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business or political association. Specific conflicts of interest are enumerated below for the guidance of public officials and employees:

A. Incompatible employment--holding a position in addition to a public position which interferes, or may interfere, with proper discharge of the public duty.

B. Use of confidential information, obtained as a result of public position, for personal gain.

C. Soliciting of personal gifts and favors by a public official or employee.

D. Any use of official position for personal gain.

E. Holding (possession) investments which interfere, or tend to interfere, with the proper discharge of public duty.

F. Representation by public officials or employees of private interests before the Minneapolis Board of Education or departments and participation in the profits from such representation.

- G. Participation in transactions as a public representative with a business entity in which the public official or employee has a direct or indirect financial or other personal interest without full disclosure.
- H. Personal interest in legislation to the extent that private interest takes precedence over public interest and public duty.
- I. Entry into contracts or other conduct of business for profit by a business in which a public official or employee has substantial or controlling interest, especially when the public official or employee can influence such contract or business because of his/her public position.

3138

BUSINESS

Budget Preparation-Pensions

The Board of Education shall provide, in accordance with statutory and local laws, for the appropriate pension programs for school district employees.

Policy adopted: 10/30/90

3265

BUSINESS

Disposition of Usable/Obsolete Materials

Under the direction of the Associate Superintendent for Finance and Operations, the Manager of Purchasing is authorized to dispose of obsolete books, equipment and supplies.

Policy revised: 10/30/90

4000

PERSONNEL

Equal Employment Opportunity Policy

Compliance

It is the intent of the Board of Education and the Superintendent of the Minneapolis Public Schools, Special School District No. 1, to comply with all Federal, State and Local laws and ordinances which prohibit employment discrimination. Compliance shall also extend to provisions of negotiated contracts and Civil Service rules and regulations.

Coverage

The Board is committed to a policy of equal employment opportunities. This policy shall apply to recruitment, receipt of applications, selection, appointments, placement, training, compensation, benefits, promotions, transfers, disciplinary actions, layoffs, recall from layoff, and terminations for all school district employees. This policy will be extended regardless of race, color, creed, religion, ancestry, national origin, sex, affectional preference, handicap, marital status, status with regard to public assistance, Vietnam era veteran status and age.

Implementation

The Board assigns to the Superintendent the responsibility for the implementation of this policy and for the preparation and implementation of an Affirmative Action plan. The Board will provide the resources required to implement this policy and plan. Affirmative action will be the means to ensure that equal employment opportunities are extended to minorities, women, the handicapped and Vietnam era veterans in all levels of employment. The Board is committed to seek out, address, and remedy the effects of discrimination that may present barriers to the full

employment of these persons. The plan will include realistic goals and timetables for the hiring and promotion of women and minorities.

The Superintendent shall designate an affirmative action officer to be responsible for the implementation of this policy and the affirmative action plan for the district. The affirmative action officer shall make annual reports to the Board on the progress toward attainment of the goals stated in the plan.

Good faith efforts toward the attainment of these goals shall be expected of all managers and supervisors. It shall be considered a violation of this policy for any person to retaliate against a person who pursues rights under the law, opposes acts that may violate the law, or cooperates with investigations into alleged violations of the law.

Policy adopted: 5-26-81

4002

PERSONNEL

Harassment and Violence

I. GENERAL STATEMENT OF POLICY

Sexual (including sexual orientation and affectional preference), ethnic/racial harassment and harassment based on religious beliefs or practices and disability are forms of discrimination which violate either Section 703 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et. seq, and/or the Minnesota Human Rights Act, Minnesota Statute Sections 363.01-363.15 (1993). Sexual (including sexual orientation and affectional preference), ethnic/racial, religious or disability violence is a physical act of aggression directed toward a person or groups of persons because of their sex, ethnic/racial background, religion or religious practices, disability, sexual orientation or affectional preference. Violence directed toward a person or persons because of the person's sex, race/ethnicity, religion or religious practices, disability, sexual orientation or sexual preference is also violative of these same statutes and may also represent a criminal law violation.

It is the policy of Minneapolis Special School District No. 1 (the "School District") to maintain a learning and working environment free of harassment based on sex, race/ethnicity, religion or religious practices, disability, sexual orientation or affectional preference and other forms of harassment and violence. The School District prohibits any form of sexual, ethnic, religious, disability, sexual orientation or affectional preference or other improper harassment and violence.

It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the School District to harass a pupil, teacher, administrator or other school personnel through conduct or communication of a sexual nature or regarding race\ethnicity, religion or religious practices, disability, sexual orientation or affectional preference and other forms of harassment as defined by this policy. (For purposes of this policy, school personnel includes school board members, school employees, agents, volunteers, contractors or persons subject to the supervision and control of the District.)

It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the School District to inflict, threaten to inflict, or attempt to inflict violence relating to sexual (including sexual orientation and affectional preference), racial\ethnic, religious, or disability upon any pupil, teacher, administrator or other school personnel.

The School District will investigate all complaints, either formal or informal, verbal or written, of actions or statements which may constitute sexual, ethnic/racial, religious, disability, sexual orientation or affectional preference or other improper harassment or violence and will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who harasses or is violent toward any pupil, teacher, administrator or other school personnel of the School District. The School District also reserves the right to discipline any student or employee for derogatory sexual, ethnic/racial, religious, disability, sexual orientation or affectional

preference related statements or conduct which do not constitute illegal harassment or violence on the aforementioned bases but nonetheless are inappropriate.

II. SEXUAL, ETHNIC/RACIAL, RELIGIOUS, DISABILITY, SEXUAL ORIENTATION AND AFFECTIONAL PREFERENCE HARASSMENT/VIOLENCE DEFINED

- A. Sexual harassment (including sexual orientation and affectional preference) definition.
1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, of obtaining an education or of transacting business with the School District; or
 - b. Submission to or rejection of that conduct or communication by a person is used as a factor in decisions affecting that individual's employment, education or business with the School District; or
 - c. That conduct or communication has the purpose or effect of substantially or unreasonably interfering with a person's employment, education or business with the School District, or creating an intimidating, hostile or offensive employment, education or business environment.
 2. Sexual harassment includes but is not limited to the following behaviors:
 - a. Unwelcome statements of a sexual nature;
 - b. Unwelcome solicitation or pressure for sexual activity;
 - c. Intentional brushing against, patting or pinching of another's body;
 - d. Requests for sexual favors accompanied by implied or overt threats concerning an individual's employment, education or business with the School District;
 - e. Requests for sexual favors accompanied by implied or overt promises of preferential treatment with regard to an individual's employment, education or business with the School District; or
 - f. Any sexually motivated unwelcome touching.
 3. Sexual violence is a physical act of aggression that includes a sexual act or sexual purpose.
- B. Racial\ethnic harassment definition. Racial\ethnic harassment consists of physical or verbal conduct relating to an individual's race\ethnicity when the conduct:
1. Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
 2. Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
 3. Otherwise adversely affects an individual's employment or academic opportunities.
- C. Religious harassment definition. Religious harassment consists of physical or verbal conduct which is related to an individual's religion when the conduct:
1. Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
 2. Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or

3. Otherwise adversely affects an individual's employment or academic opportunities.
- D. Disability harassment definition. Disability harassment consists of physical or verbal conduct which is related to an individual's disability when the conduct:
1. Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
 2. Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
 3. Otherwise adversely affects an individual's employment or academic opportunities.
- E. Other forms of general harassment definition. General harassment is defined as acts of a derogatory nature directed towards an individual which is usually associated with, but not limited to, an individual's accent or language background, weight, height, status with regard to public assistance, gender, national origin, association with person's who are subjected to harassment based on the categories identified above, subordinate relationships (in class or on the worksite), student to staff relationships, and peer to peer relationships, when the act:
1. Has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
 2. Has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
 3. Otherwise adversely affects an individual's employment or academic opportunities.
- F. Sexual violence definition.
1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statute Section 609.341 Subd. 5, includes the primary genital area, groin, inner thigh, buttocks or breast.
 2. Sexual violence may include, but is not limited to:
 - a. Touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
 - b. Coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
 - c. Coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another; or
 - d. Threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.
 - e. In any of these cases listed above, touching of the clothing covering the immediate area of the intimate parts.
- G. Racial\ethnic violence definition. Racial violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race.
- H. Religious violence definition. Religious violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, religion.
- I. Disability violence definition. Violence based on a disabling condition is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, the person's disability.

J. Assault definition. Assault is:

1. An act done with intent to cause fear in another of immediate bodily harm or death;
2. The intentional infliction of or attempt to inflict bodily harm upon another; or
3. The threat to do bodily harm to another with present ability to carry out the threat.

III. REPRISAL

The School District will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who reports alleged sexual, racial\ethnic, religious, or disability harassment or violence or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

Policy revised: 11/9/93

4002A

PERSONNEL

Harassment and Violence

I. REPORTING PROCEDURES

Any person who believes he or she has been the victim of sexual, racial\ethnic, religious, or disability harassment or violence by a pupil, teacher, administrator or other school personnel of the School District, or any person with knowledge or belief of conduct which may constitute sexual, racial\ethnic, religious, or disability harassment or violence toward a pupil, teacher, administrator or other school personnel should report the alleged acts immediately to an appropriate School District official designated by this policy. The School District encourages the reporting party or complainant to use the report form available from the program manager or available from the School District office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to the School District's Affirmative Action Administrator or to the Superintendent.

- A. The program manager is the person responsible for receiving oral or written reports of sexual, racial\ethnic, religious, or disability harassment or violence at the building level. Any adult School District personnel who receives a report of sexual, racial\ethnic, religious, or disability harassment or violence shall inform the program manager immediately.

Upon receipt of a report, the program manager must notify the School District Affirmative Action Administrator immediately, without screening or investigating the report. The program manager may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the program manager to the Affirmative Action Administrator. If the report was given verbally, the program manager shall personally reduce it to written form within 24 hours and forward it to the Affirmative Action Administrator. Failure to forward any harassment or violence report or complaint as provided herein will result in disciplinary action against the program manager. If the complaint involves the program manager, the complaint shall be made or filed directly with the Superintendent or the School District Affirmative Action Administrator by the reporting party or complainant.

- B. In the District. The School Board hereby designates the School District Affirmative Action Administrator to receive reports or complaints of sexual, racial\ethnic, religious, or disability harassment or violence. If the complaint involves the

Affirmative Action Administrator, the complaint shall be filed directly with the Superintendent.

The School District shall conspicuously post the name of the Affirmative Action Administrator including mailing addresses and telephone numbers.

- C. Submission of a good faith complaint or report of sexual, racial\ethnic, religious, or disability harassment or violence will not affect the complainant or reporter's future employment, grades or work assignments. The School District will discipline or take action against any pupil or employee who supplies information that is determined to have been falsely and maliciously supplied.
- D. Use of formal reporting forms is not mandatory.
- E. The School District will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the School District's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

II. INVESTIGATION

By authority of the School District, the Affirmative Action Administrator, upon receipt of a report or complaint alleging sexual, racial\ethnic, religious, or disability harassment or violence, shall immediately undertake or authorize an investigation. The investigation may be conducted by School District officials or by a third party designated by the School District.

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

In determining whether alleged conduct constitutes a violation of this policy, the School District should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

In addition, the School District may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged sexual, racial\ethnic, religious, or disability harassment or violence.

The investigation will be completed as soon as practicable. The School District Affirmative Action Administrator shall make a written report to the Superintendent upon completion of the investigation. If the complaint involves the Superintendent, the report may be filed directly with the School Board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

III. SCHOOL DISTRICT ACTION

- A. Upon receipt of a report, the School District will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School District action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and School District policies.

- B. The result of the School District's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the School District in accordance with state and federal law regarding data or records privacy.
- C. In all cases, the School District reserves the right to refer the results of its own investigation to the criminal authorities for possible criminal charges, whether or not the School District takes any action on its own account.
Policy revised: 11/9/93

PERSONNEL**Tobacco Use Policy**

The Minneapolis Public Schools' Board of Education is committed to promoting a healthy, comfortable, and productive environment for students and staff. The School Board is concerned about the health of students and employees and recognizes the importance of adult role modeling for students. The Board of Education further believes that education has a central role in establishing patterns of behavior related to good health.

Therefore, it is the policy of the Board of Education that effective August 1, 1989, use of tobacco products by staff, students, visitors, or contractors will be prohibited on school district property. "School district property" shall include, but not be limited to, buildings, grounds, and vehicles owned, leased, or contracted by the school district and school sponsored functions.

Policy adopted: 4/11/89

4025

PERSONNEL**Drug-Free Workplace and Drug-Free Schools**

The Minneapolis Public Schools' Board of Education is committed to an alcohol-free and drug-free workplace. Therefore, the School District is establishing a policy to address the abuse of alcohol and illegal drugs. The unlawful manufacture, distribution, dispensation, possession or use of alcohol or a controlled substance is strictly prohibited anywhere on the School District's premises and in any vehicle owned or operated by the School District. The possession or consumption of alcohol or a controlled substance by an employee, volunteer or contracted service provider is strictly prohibited during that individual's work day or during any situation where the individual is responsible for the supervision of students. Violation of this rule will result in immediate discipline including discharge of the offending individual or service provider including cancellation of contract for services.

The School District shall establish an alcohol-free and drug-free awareness program which informs employees about the dangers of drug abuse in the workplace and the policy of maintaining an alcohol-free and drug-free workplace. As part of the School District's effort to maintain a safe, drug-free workplace, it will refer employees to the Employee Assistance Program or other appropriate resources for evaluation and referral for chemical abuse counseling and rehabilitation service.

Employees, volunteers and contracted service providers of the School District are required to abide by the terms of this policy. Employees are required to inform the School District if convicted of a violation of a criminal drug statute if the violation occurred in the workplace. Employees must notify the School District within five (5) days of the conviction. A conviction under this paragraph will be treated as a violation of this policy and will result in immediate discharge.

Policy revised: 3/23/93

4027

PERSONNEL**Suspension of Employee Charged With A Criminal Violation**

Employees of Special School District No. 1 may be suspended with or without pay from the date when charged with a criminal violation or from the time the District or the police initiate an investigation of alleged misconduct. The determination as to whether the suspension will be with or without pay shall be made on a case by case basis. Such a determination will consider, but not be limited to, factors including the seriousness of the charge and whether the matter is job

related or non-job related. Nothing in this policy precludes the Board of Education authority to suspend, with or without pay, based on conduct unbecoming an employee. An employee suspended without pay pursuant to this policy who is subsequently acquitted, shall be made whole for the wages lost by reason of the suspension, unless the employee has also been suspended for conduct unbecoming an employee. Such back pay will include lost wages minus other employment income earned during the suspension.

This statement of policy is subject to and limited by the application of pertinent Statutes and Regulations (e.g., the additional rights of military veterans provided by Minnesota Statutes § 197.46).

Policy adopted: 5/28/91

4028

PERSONNEL

Criminal Background Checks

The Minneapolis Public Schools ("District") will request that applicants for District positions who receive an offer of employment will be subject to a background check as described in the Minnesota Child Protection Background Check Act, Minn. Stat. §299C.60 et seq. ("Act") or other background checks as allowed by law. The offer of employment shall be conditioned upon a determination by the District that an applicant's criminal history does not preclude the applicant from employment with the District. If an applicant has resided in a state other than Minnesota, he/she will also be requested to consent to a Federal Bureau of Investigation ("FBI") background check.

In addition, if the District knows or has reason to believe that a current employee has a criminal conviction that was not previously disclosed to the District by the current employee, that individual will also be requested to consent to a background check(s) as described above. The District specifically reserves any and all rights it may have to conduct criminal background checks regarding current employees or applicants without the consent of such individuals.

Adherence to this policy by the District, its employees and job applicants or others shall in no way limit the District's right to require additional information or to use procedures currently in place or other procedures to gain information concerning criminal activities of employees and applicants.

Policy adopted: 3/23/93

4030

PERSONNEL

Workers' Compensation

Workers' Compensation is a system established by Minnesota law to compensate employees who have work-related injuries. If there is a work-related injury, an employee may be entitled to wage loss benefits, compensation for bodily injury, and payment for medical expenses attributable to the injury.

When accidents occur, employees and their supervisors are responsible for reporting accidents immediately to the Human Resources Department. Timely reporting of injuries is necessary to meet legal timelines for reporting injuries and to insure prompt payment of benefits if the injury is covered under Workers' Compensation.

The Board accepts its responsibility to help employees return to physically appropriate work and to restore employees as close as possible to their economic status prior to the work-related injury. The Board is committed to implement accident reduction and workplace safety programs to help reduce the incidence of workplace injuries.

The Associate Superintendent for Human Resources and the Associate Superintendent for Finance and Operations assume major responsibility for implementation of a program to promote an appropriate return to work and accident reduction/workplace safety programs.

Policy adopted: 3/02/90

6110

LEARNING/INSTRUCTION

Goals of the Educational Program

Students of the Minneapolis Public Schools, upon graduation, will possess the knowledge, skills and behaviors necessary to succeed in their adult lives.

To see that this is accomplished, the Minneapolis Public Schools accepts responsibility for assuring that each graduate demonstrates the qualities of a:

Complex Thinker

Each student will demonstrate characteristics of a creative, flexible, and complex thinker by identifying and using resources for problem-solving, decision-making, and critical thinking.

Skilled Communicator

Each student will communicate effectively with words, numbers, visuals, sounds and symbols, using technology to enhance personal and interpersonal skills.

Responsible Citizen

Each student will demonstrate the knowledge and skills to participate collaboratively as a citizen in a diverse, interdependent, and evolving society (one that is in the process of becoming multicultural, gender-fair, disability aware).

Self-Directed Adult

Each student will exhibit the skills, attitudes, and behaviors needed for life-long planning in the areas of personal, career, and leisure time development, and will assume responsibility for physical, intellectual, and emotional well-being.

Community Contributor

Each student will contribute to the economic, social, and environmental well-being of local and global communities.

The Minneapolis Public Schools will take the initiative to develop collaboratives with other groups and agencies to assure that students meet these outcomes.

Policy revised: 6/30/92

6260

LEARNING/INSTRUCTION

Academic Freedom

Academic freedom is essential to the fulfillment of the purposes of the Minneapolis Public School System. Minneapolis teachers will be protected from censorship or restraint which unreasonably interferes with their obligation to expose students to controversial issues and to help students express their own views on such issues.

The teacher's responsibility should be to show objectivity to see that various sides of controversial issues are given. To carry out this responsibility a teacher should be well informed in the areas being studied. It is recognized that any teacher has the right to a point of view and to express

that view, but the teacher also has the responsibility to tell the students that the statement is a personal view.

A public school must guard its environment from disturbing influences which might tend to inhibit learning. For this reason, individuals not involved in the teaching-learning process within the school must follow established procedures in making school contacts.

Policy revised: 8/13/85

6411

MCGFDA LEARNING MATERIALS/INSTRUCTION

Learning Materials/Resources

The Minneapolis Public Schools in its commitment to providing quality integrated education and equal educational opportunities for all students recognizes that learning materials/resources are an integral component of the instruction and learning process.

The district is committed to the selection and use of multi-cultural gender-fair and disability aware learning materials which promote a student's positive self-concept within a pluralistic society. The selection guidelines provide a framework for the selection of a wide range of learning materials/resources that reflect the rich diversities represented in our community and accommodates for the unique learning styles of all students.

The students' right to learn must be recognized and protected. When a formal request for reconsideration of any learning material/resource for instructional purposes is filed by a student, staff member, parent or community person, the request is to be directed to the Students' Right to Learn Committee.

The Board of Education delegates to professional personnel of the District the authority for the selection/retention of instructional materials/resources.

Policy revised: 12/15/92

SECTION IV: APPLICABLE MINNESOTA STATUTES

124D.52 Adult basic education.

Subdivision 1. **Program requirements.** An adult basic education program is a day or evening program offered by a district that is for people over 16 years of age who do not attend an elementary or secondary school. The program offers academic instruction necessary to earn a high school diploma or equivalency certificate. Tuition and fees may not be charged to a learner for instruction paid under this section, except for a security deposit to assure return of materials, supplies, and equipment.

Subd. 2. **Program approval.** (a) To receive aid under this section, a district, a consortium of districts, or a private nonprofit organization must submit an application by June 1 describing the program, on a form provided by the department. The program must be approved by the commissioner according to the following criteria:

- (1) how the needs of different levels of learning will be met;
- (2) for continuing programs, an evaluation of results;
- (3) anticipated number and education level of participants;
- (4) coordination with other resources and services;
- (5) participation in a consortium, if any, and money available from other participants;
- (6) management and program design;
- (7) volunteer training and use of volunteers;
- (8) staff development services;
- (9) program sites and schedules; and
- (10) program expenditures that qualify for aid.

(b) The commissioner may grant adult basic education funds to a private, nonprofit organization to provide services that are not offered by a district or that are supplemental to a district's program. The program provided under this provision must be approved and funded according to the same criteria used for district programs.

(c) Adult basic education programs may be approved under this subdivision for up to five years. Five-year program approval must be granted to an applicant who has demonstrated the capacity to:

- 1) offer comprehensive learning opportunities and support service choices appropriate for and accessible to adults at all basic skill need levels;
- (2) provide a participatory and experiential learning approach based on the strengths, interests, and needs of each adult, that enables adults with basic skill needs to:

- (i) identify, plan for, and evaluate their own progress toward achieving their defined educational and occupational goals;
 - (ii) master the basic academic reading, writing, and computational skills, as well as the problem-solving, decision making, interpersonal effectiveness, and other life and learning skills they need to function effectively in a changing society;
 - (iii) locate and be able to use the health, governmental, and social services and resources they need to improve their own and their families' lives; and
 - (iv) continue their education, if they desire, to at least the level of secondary school completion, with the ability to secure and benefit from continuing education that will enable them to become more employable, productive, and responsible citizens;
- (3) plan, coordinate, and develop cooperative agreements with community resources to address the needs that the adults have for support services, such as transportation, flexible course scheduling, convenient class locations, and child care;
 - (4) collaborate with business, industry, labor unions, and employment-training agencies, as well as with family and occupational education providers, to arrange for resources and services through which adults can attain economic self-sufficiency;
 - (5) provide sensitive and well trained adult education personnel who participate in local, regional, and statewide adult basic education staff development events to master effective adult learning and teaching techniques;
 - (6) participate in regional adult basic education peer program reviews and evaluations; and
 - (7) submit accurate and timely performance and fiscal reports.

Subd. 3. **Accounts; revenue; aid.** Each district, group of districts, or private nonprofit organization providing adult basic education programs must establish and maintain accounts separate from all other district accounts for the receipt and disbursement of all funds related to these programs. All revenue received pursuant to this section must be utilized solely for the purposes of adult basic education programs. Federal and state aid plus levy must not equal more than 100 percent of the actual cost of providing these programs.

Subd. 4. **English as a second language programs.** Persons may teach English as a second language classes conducted at a worksite, if they meet the requirements of section 122A.19, subdivision 1, clause (a), regardless of whether they are licensed teachers. Persons teaching English as a second language for an approved adult basic education program must possess a bachelor's or master's degree in English as a second language, applied linguistics, or bilingual education, or a related degree as approved by the commissioner.

Subd. 5. **Basic service level.** A district, or a consortium of districts, with a program approved by the commissioner under subdivision 2 must establish, in consultation with the commissioner, a basic level of service for every adult basic education site in the district or consortium. The basic service level must describe minimum levels of academic instruction and support services to be provided at each site. The program must set a basic service level that promotes effective learning and student achievement with measurable results. Each district or consortium of districts must submit its basic service level to the commissioner for approval.

HIST: Ex1959 c 71 art 5 s 26; 1969 c 864 s 1; 1971 c 827 s 1; 1975 c 432 s 42; 1976 c 271 s 50; 1977 c 447 art 4 s 2,3; 1981 c 358 art 4 s 1-4; 1982 c 548 art 6 s 14,15; 1983 c 314 art 4 s 1; 1Sp1985 c 12 art 4 s 3; 1987 c 398 art 4 s 8-10; 1988 c 718 art 7 s 31; 1989 c 329 art 4 s

7-9; 1Sp1989 c 1 art 2 s 11; 1990 c 562 art 10 s 2; 1991 c 265 art 4 s 8,9; 1993 c 224 art 4 s 19; art 12 s 19; 1994 c 647 art 4 s 16-18; 1997 c 162 art 2 s 16; 1Sp1997 c 4 art 6 s 11; 1998 c 397 art 3 s 69,70,103; 1999 c 205 art 4 s 3,4

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