

**Minneapolis
Public
Schools**

MP/S

**MINNEAPOLIS
PUBLIC SCHOOLS**
SPECIAL SCHOOL DISTRICT NO. 1

**TEACHER CONTRACT
ADULT BASIC EDUCATION
PROGRAM**

**Family & Community
Education Services**

July 1, 2003 – June 30, 2005



**Minneapolis
Federation of
Teachers, #59
AFT, MFT, AFL-CIO**



THE MINNEAPOLIS FEDERATION OF TEACHERS

AND

MINNEAPOLIS PUBLIC SCHOOLS

Special School District No. 1

Minneapolis, Minnesota

An Equal Opportunity School District

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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, 2003, through June 30, 2005 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, 2005. It is further agreed that, following such notice of intent, negotiations will begin on March 1, 2005, and that negotiations shall continue on a regular basis with the goal of reaching Agreement on the 2005-07 contract prior to August 1, 2005 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 that 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 (MPS) along with the Minneapolis Federation of Teachers (MFT) agree on the importance of professional development and support of its teachers. It is a crucial factor in creating and maintaining an excellent school system focused on ensuring that all students learn. In addition, the District's ability to attract, develop, and retain excellent and diverse teachers is improved when a strong professional development foundation exists.

Professional development is the process by which teachers individually and jointly enhance and update their knowledge of standards, curriculum, and content, and improve their instructional skills and strategies. Effective and continuous professional development expands the knowledge base and repertoire of practices and skills necessary for teacher to engage in educated and optimal decision making so that all students acquire the highest quality of education. Enhanced professional development increases teacher effectiveness, builds confidence, morale and commitment, and subsequently, the ability to improve the quality of education of all students in MPS.

The underlying assumptions that support the success of the Professional Development Process for MPS teachers are:

- successful professional development is focused on student learning and achievement.
- the expectation that there is a school climate for professional learning and growth that provides opportunities for collaboration and dialogue around student and teacher work for the purpose of improving student achievement to meet standards.
- professional development is job-embedded, continuous, and focused on research-based best practices supporting the National Staff Development Council Standards and the Minneapolis Standards of Effective Instruction.
- opportunities for teachers to be creative in problem solving ways in which they can best support student achievement is essential to the action research process.
- research-based innovation and taking risks to learn is the norm and necessary for continuous learning.
- the instructional community is responsible for collegial growth and support with the understanding that the professionals have each other's best interest at heart.

The professional development continuum for teachers depends on systemic support and begins with initial training and supported practices, evolves into independently and collegially facilitated growth, and continues throughout the teaching career with ongoing reflection and leadership.

The Minneapolis Standards of Effective Instruction assist teachers as they move through the professional development continuum and apply to everyone where they may be on the continuum.

These standards are expected to be used as a guide towards planning and implementing staff/professional development to support teacher quality and student achievement. They are also an effective tool in coaching, mentoring, and teaming as a part of the Professional Development Process (PDP).

During the development of the original Standards of Effective Instruction, a representative group of teachers, principals and administrators reviewed, analyzed and synthesized standards and current research on teaching and standards from the following national and state organizations: National Board for Professional Teaching Standards (NBPTS), Educational Testing Service (PRAXIS), National and Minnesota Interstate New Assessment and Support Consortium (INTASC).

The original Standards of Effective Instruction have now been revised to align with all of the above national standards, as well as, the newly adopted Minnesota State Standards of Effective Practice for Teachers. (Rule 8710.2000). This will assist teachers as they work on their PDP's to also be working on relicensure efforts.

Some education professionals working under the K12 teacher contract (e.g.: psychologists, social workers, nurses, speech clinicians, etc.) have professional practice standards specific to their field of their licensure. While it is important for these professionals to be aware of and understand the MPS Standards of Effective Teaching, the standards for each specific professional practice should be the guide used for planning, growth, collegial and student support.

On the following pages the standards for K12 teachers are delineated, they're included here as a guide to be used, as appropriate, for ABE teachers.

Standards of Effective Instruction

Domains

Rubrics

Updated On: 11/4/03

Standards of Effective Instruction Domains

The MPS Standards of Effective Instruction are separated into four Domains. Each Domain has a set of rubrics that further illustrates accomplished teaching for that Domain. The rubric has four descriptors used with each domain defining levels of effectiveness: *Requires Attention, Developing, Proficient, or Exemplary* – and to help the teacher better understand the development of their practice.

Domain 1: Preparation and Planning – Organization

The teacher develops a comprehensive instructional sequence.

Domain 2: Classroom Environment

The teacher creates and implements a physical and interpersonal classroom environment that supports student learning.

Domain 3: Classroom Instruction

The teacher engages students in learning and the instructional strategies used to help students gain better insight into the subject matter.

Domain 4: Professional Responsibilities

The teacher participates in on going professional development activities and collaborates with colleagues and families to advance learning for teachers and students.

Rubrics

Levels of Effectiveness

- I. **Requires Attention** – Teacher relies on *ongoing* assistance and support to complete their daily responsibilities. Teacher has difficulty internalizing effective teaching practices.
- II. **Developing** – Teacher is moving toward self-direction and independence. The teacher understands effective teaching practices and is beginning to directly apply knowledge and skill to planning, instruction and/or assessment.
- III. **Proficient** – Teacher is able to teach independently, internalizes feedback and easily applies what she/he is learning about teaching. The teacher is beginning to move beyond the classroom in developing teaching skill, forming collegial relationships and may be seen as an instructional leader among peers.
- IV. **Exemplary** – Teacher consistently and effectively excels in areas of teaching, professional growth, reflection, action research and pedagogical skills. The teacher at this level continually engages families and the broader community in the learning process. The teacher is often seen as an instructional leader among peers.

Samples of Evidence and Artifacts

- Systematic on-going lesson planning
- Curriculum Maps
- Instructional materials
- Observation Cycle
- Dialogue with teacher
- Enthusiasm
- Self-Assessments and Reflections
- Mentoring Other Teachers
- Class Profile
- Student engagement
- Tasks modified to meet individual needs of students
- Student Assessments
- Interdisciplinary Links
- Use of methods of inquiry in teaching subject
- matter concepts
- Site Records
- Artifacts (student work)
- Communication Log
- Portfolio
- Seating Diagram
- Grouping strategies
- Individual Learning Plan (ILP)
- Individual Educational Plan (IEP)
- Action Research Project
- Teacher-made assessment materials
- Classroom Management Plan
- Course Syllabus
- Classroom Rules
- Teacher/Student Contract
- Parent Communications Log
- Teacher Journals
- Video and Audio Tapes
- Photographs of student activities, classroom etc.
- Student and Parent Surveys
- Records of professional activities
- Awards, recognitions, etc.
- Publications – Newsletters
- Conferences
- Meetings and workshops
- Communication/correspondence with peers, parents, administration

Components of Domain 1: Planning and Preparation – Organization

The teacher develops a comprehensive instructional sequence.

Demonstrating knowledge of subject matter

Standard 1: subject matter

Demonstrating creating interdisciplinary experiences

Standard 1: subject matter

Demonstrating knowledge of resources

Standard 1: subject matter and standard 3: diverse learners

Designing coherent instruction

Standard 2: student learning

Demonstrating knowledge of planning

Standard 3: diverse learners and standard 7: planning instruction

Selecting instruction goals

Standard 7: planning instruction

Assessment as a guide to designing lessons

Standard 8: assessment

Demonstrating knowledge of student's areas of exceptionality

Standard 2: student learning and standard 3: diverse learners

Demonstrating knowledge of use of student data

Standard 2: student learning and standard 3: diverse learners

Demonstrating knowledge of Minnesota standards

Standard 1: subject matter, standard 3: diverse learners, standard 4: instructional strategies, and standard 7: planning instruction

DOMAIN 1: PLANNING AND PREPARATION – ORGANIZATION

The teacher develops a comprehensive instructional sequence,

Descriptors	Requires Attention	Developing	Proficient	Exemplary
Demonstrating Knowledge of Subject Matter	Consistently makes content errors. Demonstrates limited knowledge of subject matter.	Generally demonstrates basic content knowledge but displays some errors or lack of depth in content knowledge and/or does not anticipate student misconceptions.	Displays high-level content knowledge that reflects research and best practice with some anticipation of student misconceptions.	Consistently demonstrates extensive content knowledge and anticipates student misconceptions.
Demonstrating Creating Interdisciplinary Experiences	No attempt is made to connect learning experiences.	Attempts are made to connect learning experiences.	Connections are consistently made with other disciplines.	Connections are consistently made with other disciplines and students are encouraged to make personal connections to other subject areas.
Demonstrating Knowledge of Resources	Unaware of building and District resources for teaching and assisting students.	Demonstrates limited understanding of building and District resources for teaching and assisting students with little or no evaluation of resources and/or curriculum.	Fully aware of building and District resources. Displays knowledge of how to access and evaluate teaching resources and/or curriculum.	Actively enhances instruction by evaluating and utilizing building, District and community resources, in meeting the needs of individual students.
Designing Coherent Instruction	Learning activities are not suitable for students, unsupported by materials, make poor use of time or lack structure. Planned learning activities do not support the instructional goals.	Some planned activities are not suitable for students, unorganized, and/or not connected to lesson goals.	Most planned activities are suitable for students, supported by appropriate materials, show consistent organization, and are linked to the goals of the lesson.	Planned learning activities are relevant, student active, maintain organization, allow student choice, and connect to the goals of lessons.
Demonstrating Knowledge of Planning	No daily, weekly and unit planning.	Inconsistent or sporadic daily, weekly and/or unit planning.	Daily, weekly and unit planning is evident in most lessons.	Thorough daily, weekly and unit planning with evidence of reflection are evident in all lessons.

DOMAIN 1: PLANNING AND PREPARATION – ORGANIZATION

The teacher develops a comprehensive instructional sequence.

Descriptors	Requires Attention	Developing	Proficient	Exemplary
Selecting Instruction Goals	Goals are not suitable for most students. They are either unclear, unconnected to standards, lack viable measurement, not suitable for the class, or reflect only one type of learning.	Goals are suitable for most students. They are moderately valuable and connected to standards. Most activities are suitable for students, supported by appropriate materials, and shows consistent organization.	Goals are suitable for most students. They are valuable, connected to standards, clearly stated; involve several types of learning and provide interdisciplinary opportunities.	Goals are valuable, establish high expectations and take into account the varying learning needs of individual students. Learning activities are highly relevant; involve several types of learning and interdisciplinary opportunities.
Assessment Informs Instruction	Assessment strategies are not identified and/or are not appropriate for goals and objectives.	Some assessment strategies are identified and are appropriate for goals and objectives.	Most assessment strategies are appropriate for goals and objectives for the group as a whole.	Assessment strategies are appropriate for goals and objectives and meet the diverse learning styles and needs of each student.
Demonstrating Knowledge of Use of Student Data	Little or no attempt to identify or collect data to inform instruction.	Some attempts to identify, collect and analyze data to inform instruction.	Identifies, collects and analyzes data using more than one source to inform instruction.	Identifies and analyzes multiple data sources to design instructional sequences.
Demonstrating Knowledge of Student's Areas of Exceptionality	Demonstrates little or no understanding of individual students' interests, developmental needs, skills and knowledge and does not indicate that such knowledge is valuable. Equity is not promoted.	Demonstrates some understanding of individual students' interests, developmental needs, skills and knowledge. Equity is inconsistently promoted.	Demonstrates understanding of individual student's interests, developmental needs, skills and recognizes the value of this knowledge. Promotes equity.	Demonstrates a thorough understanding of individual student's interests, developmental needs, skills and knowledge and instructional planning is differentiated. Actively promotes equity.

DOMAIN 1: PLANNING AND PREPARATION – ORGANIZATION

The teacher develops a comprehensive instructional sequence.

Descriptors	Requires Attention	Developing	Proficient	Exemplary
Demonstrating Knowledge of MN Standards	Goals and/or objectives are not aligned with district curriculum requirements, MN Graduation Standards for students and/or Individual Educational Plans (IEP).	Goals and/or objectives are somewhat aligned to district curriculum requirements, MN Graduation Standards for students and/or Individual Educational Plans (IEP).	Goals and objectives are aligned to district curriculum requirements, MN Graduation Standards for students and/or Individual Educational Plans (IEP).	Goals and objectives are fully aligned to district curriculum requirements, MN Graduation Standards for students and Individual Educational Plans (IEP) and address individual students.

Components of Domain 2: Classroom Environment

The teacher creates and implements a physical and interpersonal classroom environment that supports student learning.

Creating a classroom climate

Standard 3: diverse learners and standard 5: learning environment

Establishing a culture for learning

Standard 3: diverse learners and standard 5: learning environment

Managing classroom procedures

Standard 5: learning environment

Persistence

Standard 5: learning environment

Use of verbal and nonverbal language

Standard 3: diverse learners and standard 6: communication

Managing student behavior and classroom expectations

Standard 2: student learning and standard 5: learning environment

Components of Domain 2: Classroom Environment

The teacher creates and implements a physical and interpersonal classroom environment that supports student learning.

Descriptors	Requires Attention	Developing	Proficient	Exemplary
Creating a Classroom Climate	Classroom interactions are usually inappropriate and/or disrespectful. The environment is not conducive to learning and/or is not safe.	Classroom interactions are generally appropriate and respectful. With occasional incidents of negative behavior, the environment is generally conducive to learning and is safe.	Classroom interactions are appropriate and respectful. The environment is conducive to learning and is safe.	Classroom interactions display genuine caring, mutual respect, support and inquiry. Students demonstrate actions to maintain or enhance a healthy classroom environment. The environment is conducive to individual and group learning and is safe.
Establishing a Culture for Learning	There is a lack of pride in the work and low expectations for student achievement. Multiple cultural perspectives are not evident.	Teacher does not display or encourage a positive attitude toward learning. Multiple cultural perspectives occasionally enrich instruction.	Students appear to accept the challenge to complete high quality work, and there is an environment of high expectations for student achievement. Multiple cultural perspectives frequently enrich instruction.	Teacher displays enthusiasm for the learners. Students show initiative and take pride in their work. Expectations are high for all students. Multiple cultural perspectives enrich and are embedded in the instruction.
Managing Classroom Procedures	Classroom procedures are unclear to students. General management techniques are inefficient, lack smooth transitions during lessons, and/or many students are off task for significant periods of time with no appropriate attempt to deal with misconduct.	Classroom procedures are inconsistently carried out. There is sporadic efficiency, moderate organization and transition of activities. Some students are off task with no attempt to redirect.	Classroom procedures are usually adhered to. There is organization, smooth transitions, orderliness in the classroom, and most students are on task and respond to redirection.	Classroom procedures are equitable. Students demonstrate responsibility and respect for classroom procedures. Management systems are evident for individual and group work.
	Excessive instructional time is lost in handling non-instructional duties.	Some instructional time is lost in handling non-instructional duties.	Minimal instructional time is lost in handling non-instructional duties.	No instructional time is lost in handling non-instructional duties.

Components of Domain 2: Classroom Environment

The teacher creates and implements a physical and interpersonal classroom environment that supports student learning.

Descriptors	Requires Attention	Developing	Proficient	Exemplary
Persistence	Teacher either gives up and/or blames the student(s) or the environment for lack of success.	At times the teacher gives up or blames the students or the environment for lack of success.	Teacher persistently enhances and celebrates student successes.	Teacher consistently works with students to determine the most optimal learning environment.
Use of Verbal and Nonverbal Language	Verbal language is vague and used incorrectly and is inappropriate to students' ages and/or diverse backgrounds.	Verbal language is usually correct and clear but may be limited in appropriateness for students' ages and diverse backgrounds.	Verbal language is clear and used appropriately for students' ages and diverse backgrounds.	Verbal language is effectively used to increase student's language skills.
	Nonverbal language often displays disrespect and/or is inappropriate.	Nonverbal language at times displays disrespect and/or inappropriateness.	Nonverbal language is respectful and appropriate for most students.	Nonverbal interactions are consistently respectful and appropriate for a diverse student population.
Managing Student Behavior and Classroom Expectations	Standards of conduct have not been established. Response to inappropriate behaviors is inconsistent or overly repressive. Little or no focus on positive behavior.	Standards of conduct are present but seem to be unclear to students. Use of interventions is limited, ineffective or is inconsistently enforced. No/few inappropriate behaviors were displayed.	Standards of conduct are evident. Student behavior is generally appropriate. Constructive feedback is given to students.	Standards of conduct are clear. Teacher displays with-it-ness, and individual needs are addressed in a respectful and preventative manner. Appropriate behavior is reinforced in the classroom.
	Students are not encouraged to take responsibility for their behavior and learning.	Students are inconsistently encouraged to take responsibility for their behavior and learning.	Students are consistently encouraged to take responsibility for their behavior and learning.	Students participate in self-monitoring techniques that are developmentally appropriate and encouraged to take responsibility for behavior and learning.

Components of Domain 3: Classroom Instruction

The teacher engages students in learning and the instructional strategies used to help students gain better insight into the subject matter.

Demonstrating flexibility and responsiveness

Standard 1: Subject Matter, Standard 2: Student Learning, Standard 3: Diverse Learners, And Standard 4: Instructional Strategies

Demonstrating variety of instructional strategies

*Standard 3: diverse learners, and
Standard 4: instructional strategies*

Demonstrating use of technology

Standard 4: instructional strategies

Using questioning and discussion techniques

Standard 3: diverse learners and standard 4: instructional strategies

Communication of expectations

Standard 3: diverse learners and standard 6: communication

Communicating goals and objectives

Standard 7: planning instruction

Demonstrating pacing and structure

Standard 3: diverse learners and standard 4: instructional strategies

Engaging students in the learning process

Standard 3: diverse learners and standard 4: instructional strategies

Communicating clearly and accurately

Standard 3: diverse learners and standard 6: communication

Providing feedback to students

STANDARD 8: ASSESSMENT

Components of Domain 3: Classroom Instruction

The teacher engages students in learning and the instructional strategies used to help students gain better insight into the subject matter.

Descriptors	Requires Attention	Developing	Proficient	Exemplary
Demonstrating Flexibility and Responsiveness	<p>Little or no effort is made to vary instruction, assessments and/or assignments in order to reflect the developmental and learning needs of the students.</p> <p>Adheres rigidly to a plan, ignores students' questions, needs and/or interests. Does not implement referrals appropriately.</p>	<p>Inconsistent effort is made to vary instruction, assessments and/or assignments to reflect the development and learning needs of students. Attempts are made to adjust lesson or to accommodate students. Occasionally identifies need and/or implements referral process.</p>	<p>Consistently varies instruction, assessment and assignments to reflect the developmental and learning needs of most students. Monitors and adjusts, seizes the moment to enhance learning, shows persistence with individual students, and uses a repertoire of strategies. Implements referrals appropriately.</p>	<p>Consistently varies instruction, assessment and assignments to reflect the developmental and learning needs of all students. Transitions are smooth. Supplements lessons using techniques for diverse learners when appropriate.</p> <p>Implements referrals appropriately.</p>
	<p>Little or no attempt to engage students in generating knowledge according to methods of inquiry used in the discipline.</p>	<p>Makes some attempts to engage students in generating knowledge according to methods of inquiry in the discipline.</p>	<p>Consistently engages students in generating knowledge according to methods of inquiry used in the discipline.</p>	<p>Consistently engages in creating experiences that generate knowledge according to methods of inquiry used in the discipline.</p>
Demonstrating Variety of Instructional Strategies	<p>Limited use of instructional strategies and techniques that engage students in active learning opportunities.</p>	<p>Basic use of instructional strategies and techniques that engage some students in active learning opportunities.</p>	<p>Consistently uses a variety of instructional strategies and techniques that engage most students in active learning opportunities.</p>	<p>Extensive use of instructional strategies and techniques. Consistently uses multiple teaching and learning strategies that engage all students in active learning opportunities.</p>
Demonstrating Use of Technology	<p>Little or no use of available technology and/or other resources that maybe appropriate to the lesson.</p>	<p>Inconsistent use of available technology and/or other resources that are appropriate to the lesson.</p>	<p>Appropriate use of available technologies, teaching strategies, materials that can expand students thinking abilities.</p>	<p>Innovative uses of available technology, and teaching strategies that are appropriate to the lesson and expand students thinking abilities.</p>

Components of Domain 3: Classroom Instruction

The teacher engages students in learning and the instructional strategies used to help students gain better insight into the subject matter.

Descriptors	Requires Attention	Developing	Proficient	Exemplary
Using Questioning and Discussion Techniques	Questioning and discussion techniques are not effective, or the approach generally focuses on student recall with limited or no opportunity to assess student understanding and/or encourage high-level cognitive thinking.	Questioning and discussion techniques provide the opportunity to assess most students understanding and/or encourage high-level cognitive thinking.	Questioning and discussion techniques are of high quality with the purpose of assessing student understanding and encouraging high-level cognitive thinking.	Classroom questioning and discussion techniques are designed to include all students. Questions draw students into discussion in a manner that elicits student reflection and challenges deeper student engagement. Teacher emphasis high-level cognitive thinking.
	Little or no attempt is made to encourage students to participate in classroom activities. The teacher's approach ignores many students in the class.	Students are encouraged to participate in classroom activities. The teacher attempts to engage most students but with limited positive interactions.	Most students are encouraged to participate in classroom activities. The teacher engages all students.	Opportunities are designed to provide for all students to actively engage in all activities.
Communication of Expectations	Learning expectations and directions appear unclear to most students.	Learning expectations and directions appear clear to most students.	Learning expectations and directions are clear for most students and contain appropriate levels of detail for the class as a whole.	Learning expectations and directions are clear to all students and contain appropriate levels of details for individual students.
Communicating Goals and Objectives	Students appear to not understand the goals/objectives of the lesson.	Goals and/or objectives are occasionally communicated to students.	Goals and objectives are frequently and clearly communicated to students.	Goals and objectives are clearly and consistently communicated to each student.
Demonstrating Pacing and Structure	Pacing hinders active engagement of most students.	Pacing inconsistently offers opportunities for active student engagement	Pacing is consistent and appropriate for most students. Teacher efficiently uses class time.	Pacing is consistent and appropriate for all students with adjustments being made during the lesson.

Components of Domain 3: Classroom Instruction

The teacher engages students in learning and the instructional strategies used to help students gain better insight into the subject matter.

Descriptors	Requires Attention	Developing	Proficient	Exemplary
	Lesson lacks a clear structure with no evidence of goals/objectives, activities, strategies, assessment or closure.	Lesson has a clear structure with some evidence of goals/objectives, activities, strategies, assessment or closure.	Lesson has a clear structure with evidence of goals/objectives, activities, strategies, assessment or closure and is appropriate for most students.	Lesson has a clear structure with evidence of goals/objectives, activities, strategies, assessment or closure and is appropriate for all students.
	Use of wait time is inappropriate for most students to respond.	Use of wait time is appropriate in order for some students to respond.	Adequate time is available for each student to respond.	Wait time is appropriate in addressing the diversity of needs and learning styles in the classroom.
Engaging Students in the Learning Process	Students are rarely engaged in meaningful learning experiences. The lesson is inappropriate for most students. Instructional strategies are limited or ineffective.	Students are inconsistently engaged in meaningful learning experiences. Some instructional strategies are evident and effective.	Students are consistently engaged in meaningful learning experiences. A variety of instructional strategies are evident and effective for most students.	Students take an active role in the learning experiences. Multiple instructional strategies are effective for all students and lesson provides options for students and provides options for student initiative and choice.
	Little or not effort is made to celebrate or recognize student success.	Some efforts are made to celebrate and recognize student success.	Celebration of student success is incorporated into the classroom.	Celebration and recognition of student success is regularly incorporated into the classroom climate.

Components of Domain 3: Classroom Instruction

The teacher engages students in learning and the instructional strategies used to help students gain better insight into the subject matter.

Descriptors	Requires Attention	Developing	Proficient	Exemplary
Communicating Clearly and Accurately	<p>Language (spoken and/or written) may be vague, contain many grammar and syntax errors and is inappropriate for students' age and diverse backgrounds.</p> <p>Consistent content errors in delivery of instruction, does not self-correct.</p>	<p>Use of language (spoken and/or written) contains some grammar and syntax errors and may be limited or inappropriate for the student's level of understanding. Generally demonstrates accuracy in delivery of instruction, but with inconsistent self-corrections.</p>	<p>Use of language (spoken and written) is generally accurate in grammar and syntax and appropriate for students' ages and diverse backgrounds. Minor inconsistencies in accuracy of instruction - errors are self-corrected.</p>	<p>Language (spoken and written) is consistently accurate and appropriate for students' ages and diverse backgrounds. The teacher's use of the language enriches the lesson. Consistently accurate delivery of instruction with timely self-correction, as needed.</p>
Providing Feedback to Students	<p>Students are unaware of their own level of achievement. Feedback is ineffective or is not provided in a timely manner.</p>	<p>Students are usually aware of their own level of achievement. Feedback is of inconsistent quality or lack timeliness. Some elements of feedback are present, however inconsistent in quality.</p>	<p>Students are usually aware of their own level of achievement. Feedback is consistent of high quality and is provided in a timely manner to all students.</p>	<p>Students are aware of their own level of achievement and participate in planning the next steps. Feedback is accurate, constructive, substantive, specific, and timely.</p>

Components of Domain 4: Professional Responsibilities

The teacher participates in on-going professional development activities and collaborates with colleagues and families to advance learning for teachers and students.

Reflecting on Teaching

Standard 3: Diverse Learners and Standard 9: Reflection and Professional Development

Growing and Developing Professionally

Standard 3: Diverse Learners and Standard 9: Reflection and Professional Development

Demonstrating Use of Feedback

Standard 9: Reflection and Professional Development

Contributing to the School and District

Standard 10: Collaboration, Ethics, and Relationships

Demonstrating Standards of Conduct

Standard 10: Collaboration, Ethics, and Relationships

Family Interactions

Standard 3: Diverse Learners and Standard 10: Collaboration, Ethics, and Relationships

Maintaining Accurate Records

Standard 8: Assessment and Standard 9: Reflection and Professional Development

Components of Domain 4: Professional Responsibilities

The teacher participates in on-going professional development activities and collaborates with colleagues and families to advance learning for teachers and students.

Descriptors	Requires Attention	Developing	Proficient	Exemplary
Reflecting on Teaching	Does not understand the role of reflection and self - assessment.	Understands the role of reflection and self-assessment, however does not effectively use the processes.	Understands and uses reflection and self-assessment.	Thoughtfully assesses the strengths and weaknesses of the lesson.

Components of Domain 4: Professional Responsibilities

The teacher participates in on-going professional development activities and collaborates with colleagues and families to advance learning for teachers and students.

Descriptors	Requires Attention	Developing	Proficient	Exemplary
	Unable to accurately identify students level of success, or is unable to make suggestions for how the lesson may be improved based on student needs.	Articulates generally accurate impressions of a lesson's effectiveness and makes limited suggestions for how it may be improved to better meet student needs.	Clearly describes how a lesson meets its goals by giving specific examples, and describes how adjustments will be made to meet the needs of most students in future lessons.	Weighs options for the future by identifying alternative approaches and the likely success of any changes based on individual student's needs, progress, and response to lesson content and/or activities.
Growing and Developing Professionally	Does not accurately assess expertise and does not collaborate with other professionals.	Assessment of expertise and collaboration with colleagues is inconsistent.	Accurately assesses expertise and collaborates with professional colleagues.	Accurately assesses expertise, and seeks feedback and/or input from colleagues.
	Appears to make no effort to engage in professional development.	Participates or shares in limited professional development activities.	Seeks out professional development opportunities and regularly shares with others.	Creates specific professional growth activities for self and contributes to the professional growth of colleagues.
	Does not recognize and/or deal with dehumanizing biases, discrimination, prejudices, and/or instructional and personal racism and/or sexism.	Has difficulty recognizing and/or dealing with dehumanizing biases, discrimination, prejudices, and/or instructional and personal racism and/or sexism.	Recognize and deals with dehumanizing biases, discrimination, prejudices, and/or instructional and personal racism and/or sexism.	Recognize and deals with dehumanizing biases, discrimination, prejudices, and/or instructional and personal racism and/or sexism in a professionally appropriate manner.
Demonstrating Use of Feedback	Resists feedback from colleagues, administrators, families, and/or students to improve professional practice.	Inconsistent in using feedback from colleagues, administrators, families, and students to improve professional practice.	Seeks and uses feedback from colleagues, administrators, families, and students to enhance professional practice.	Proactive, seeks and uses feedback from colleagues, administrators, families, students and professional journals to enhance practice.

Components of Domain 4: Professional Responsibilities

The teacher participates in on-going professional development activities and collaborates with colleagues and families to advance learning for teachers and students.

Descriptors	Requires Attention	Developing	Proficient	Exemplary
Contributing to the School and District	Uninvolved in school events or avoids opportunities to contribute to school initiatives. Engages in negative relationships with others.	Generally positive with others. Contributes to school and District initiatives when asked.	Supportive and cooperative with others and readily volunteers at building and District level.	Shows initiative, has made substantial contributions, and serves as a positive role model and/or leader in school or District projects or initiatives.
Demonstrating Standards of Conduct	Seldom adheres to standards of professional conduct and overall performance requirements. Frequently fails to model respect, responsibility, honesty and integrity. (Article V. Section A: MPS Standards of Effective Instruction, Section B: Professional Ethics, and Section C: Teacher Job Description and Code of Ethics for Minnesota Teachers in part 8700.7500)	Inconsistently adheres to standards for professional conduct and overall performance requirements. Occasionally models respect, responsibility, honesty and integrity. (Article V. Section A: MPS Standards of Effective Instruction, Section B: Professional Ethics, and Section C: Teacher Job Description and Code of Ethics for Minnesota Teachers in part 8700.7500)	Consistently adheres to standards for professional conduct and overall performance requirements. Consistently models the values of respect, responsibility, honesty and integrity. (Article V. Section A: MPS Standards of Effective Instruction, Section B: Professional Ethics, and Section C: Teacher Job Description and Code of Ethics for Minnesota Teachers in part 8700.7500)	Consistently adheres to standards for professional conduct and overall performance requirements and helps members of school community to understand and adhere to these obligations. (Article V. Section A: MPS Standards of Effective Instruction, Section B: Professional Ethics, and Section C: Teacher Job Description and Code of Ethics for Minnesota Teachers in part 8700.7500)
Family Interactions	Interactions with families do not focus on building trust or creating relationships (only negative student behavior is communicated). Little effort is made to communicate, communicates insensitively, or does not respond to families.	Interactions with families are sporadic and occasionally focus on building trust and/or creating positive relationships (mostly negative student behavior is communicated). Adheres to required building standards and does not exceed minimum expectations for contact with families.	Interactions with families focus on building trust and creating positive relationships (teacher balances positive and negative behaviors). Frequent information is provided to parents and the teacher has found successful approaches beyond the minimum expected.	Interactions are appropriate in frequency and focus on building trust and creating positive relationships. Uses a successful parent communication process that involves students, displays sensitivity for families, and involves families in solving problems. Confers with students and families to provide explicit feedback on student progress.

Components of Domain 4: Professional Responsibilities

The teacher participates in on-going professional development activities and collaborates with colleagues and families to advance learning for teachers and students.

Descriptors	Requires Attention	Developing	Proficient	Exemplary
	Rarely communicates or seeks information from families regarding student background/characteristics, strengths, and needs.	Occasionally communicates and seeks information from families regarding student background/characteristics, strengths, and needs.	Consistently communicates and seeks information from families regarding student background/characteristics, strengths and needs.	Consistently communicates and seeks information from families and uses that information in the classroom.
Maintaining Accurate Records	Records and reports are inaccurate and/or consistently late. Record keeping system demonstrates errors, lack of professional attention or does not adequately track student progress, or meet system needs. Does not complete routine school/district paperwork in a timely manner (i.e. IEP)	Record keeping is rudimentary and only partially effective in serving student and system needs. Completes routine school/district paperwork in an inconsistent manner (i.e. IEPs). Inconsistent in report quality.	Record keeping is fully effective. Teacher maintains accurate records. Completes routine school/district paperwork in a timely manner (i.e. IEPs). Records and reports are consistently of high quality.	Recording keeping is complete, accurate and involves student participation and interpretation. Teacher has developed systems for recording individual student knowledge and skills. Completes routine school/district paperwork in an accurate, timely and well-organized manner (i.e. IEPs).
	Requires constant reminders to complete routine and/or required tasks/duties.	Requires occasional reminders to complete required and/or routine tasks/duties.	Independently completes required and routine tasks/duties.	Independently participates in activities to enhance the timely and accurate completion of tasks/duties.

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.

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 E. 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. Teachers on PDP may participate in the bidding process.

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 exceeded 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:
 - a) restructuring of schools through a standards-based school improvement process;
 - b) 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;

District 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.

Section G. PDP Relicensure Clock Hours: Teachers have the option to earn clock hours towards relicensure for PDP work. The process for earning clock hours is found in the District Relicensure Booklet. (See District website www.mpls.k12.mn.us)

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 2003-04 duty year, the salary schedule for the Adult Basic Education teachers shall have a ninth step added. Effective at the start of the 2004-05 duty year, all steps in the salary schedule shall be increased by 1%.

The salaries for Adult Basic Education teachers employed in the District are reflected in standard salary Schedule A and shall be a part of this Agreement for the period July 1, 2003, through June 30, 2004, and standard salary Schedule B shall be part of this Agreement for the period July 1, 2004, through June 30, 2005.

Effective at the start of the 1999-2000 duty year and thereafter, 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 salary schedule shall provide for seven (7) annual increments in 2003-04 and eight (8) annual increments in 2004-05 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

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 insurance 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 not enrolled in health insurance coverage and teachers who qualify for couple premium but are not carrying family coverage shall elect to receive \$500 District taxable payment or \$500 District contribution to the teacher's flexible medical spending account. Enrollment is required.
 2. CONTRIBUTION-DEPENDENT. Beginning 2002-2003, the District shall contribute an additional \$2,000 above the cost of single coverage 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. Beginning 2002-2003, the District shall contribute an additional \$2,000 annually toward the cost of family health plan coverage. Eligible teachers not enrolled in health insurance coverage and teachers who qualify for couple premium but are not carrying family coverage shall elect to receive \$500 District taxable payment or \$500 District contribution to the teacher's flexible medical spending account. Enrollment is required.
 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. Beginning 2002-2003, the District shall contribute an additional \$2,000 annually toward the cost of family health plan coverage. Teachers not

enrolled in health insurance coverage and teachers who qualify for couple premium but are not carrying family coverage shall elect to receive \$500 District taxable payment or \$500 District contribution to the teacher's flexible medical spending account. Enrollment is required.

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 form 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 thirty (30) days of employment.

c. DENTAL INSURANCE. Insurance eligible teachers are automatically enrolled for District paid single dental insurance coverage. The teacher must enroll to receive family dental insurance coverage.

1. CONTRIBUTION-TEACHER 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 teacher-only coverage toward dependent coverage. The teacher shall pay the difference between the District contribution and the total cost of the family dental insurance 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. LONG TERM DISABILITY INSURANCE. Insurance-eligible teachers are automatically enrolled for District paid long term disability insurance. The long term disability insurance plan replaces sixty per cent (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 (\$42,000 annual maximum benefit, maximum salary \$70,000). There is a 90 consecutive work day elimination period before benefits begin. The long term 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 long term 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 thirty(30) calendar days of becoming insurance eligible.
- b. EFFECTIVE DATE OF COVERAGE. Medical coverage becomes effective the day the completed enrollment forms are submitted to Employee Benefits. Teachers must be actively at work on the effective date of coverage. Dental coverage becomes effective the first of the month immediately following the medical enrollment date.

LEAVE OF ABSENCE. Teachers on paid and unpaid leaves of absence may continue health, dental, 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 premiums

when due will cause coverage to lapse. Teachers who allow insurance coverage to lapse while on leave, must re-enroll within 30 calendar days of returning from leave to obtain coverage. A teacher who does not re-enroll within thirty(30) calendar days , must wait for the next open enrollment period to enroll.

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, dental, and life insurance for a maximum of two (2) years from the date the long term disability benefit begins.

Subd. 4. Before-Tax Benefits:

- a. **INSURANCE DEDUCTIONS.** Premiums deducted from the teacher's payroll check to pay for health and/or dental insurance coverage are automatically taken on a before-tax basis, unless the teacher has indicated otherwise in writing to Employee Benefits . 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 125 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). The amounts in the account may be used to reimburse the teacher for uncovered medical, dental and other related expenses (as defined in Section 125 of the Internal Revenue Code) for the employee and their dependents. 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.

Section B: Reimbursement for Non-Participation in District Health Insurance Plan

Eligibility Requirements:

- a. Teachers must be eligible for insurance but elect not to participate in the District's health insurance plan. Additionally the teacher's name must appear on the November coverage roster of teachers not covered by the District's plan or the coverage roster of employees enrolled for life insurance only.
- b. Teachers who were eligible for the \$500 cash payment (minus taxes) or \$500 deposit to the teacher's Health Care Spending Account in 2003-2004 and did not make an election to have the \$500 deposited into a Health Care Spending Account or to receive the \$500 cash payment (minus taxes) will be paid the \$500 cash payment (minus taxes).
- c. Beginning with the 2004-05 plan year, teachers who do not enroll for health insurance for that year need to make an election to receive the \$500 payment to their calendar year FSA. Teachers who do not enroll for health insurance for the plan year who do not elect the FSA payment will automatically receive a \$500 payment (minus taxes) in June.
- d. In the case of teachers who qualify for couples premium, the teacher carrying family plan coverage is not eligible for payment. The teacher not carrying the health plan coverage is eligible to receive the District payment.

Section C. 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) post-retirement health care 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 MSRS before

payment will be transferred from their MSRS account. Payments from the account may be transferred electronically. Retirees who show evidence that they are covered by a spouse's medical insurance may be able to opt out of the MSRS health care savings account, pending IRS ruling. . Beneficiaries of the deceased teacher's estate must submit a claim(s) form to receive reimbursement for the balance remaining in the retiree's account.

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 \$1,200,000.

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 District 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 District and was eligible for insurance benefits at the time of retirement.
- d. The teacher has not reached Medicare eligibility.
- e. The teacher has been retired from the District for at least one semester. Teachers who retire at the end of the regular school year assignment become eligible for reimbursement at the conclusion of the following school year.

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, 1992	\$600
Jan 1, 1992 to June 30, 1992*	\$1,550
July 1, 1993 to Mar 25, 1994	\$600
Mar 26, 1994 to June 30, 1997	\$950
Sept 12, 1995** to June 30, 1997	\$1,900
July 1, 1997 to June 30, 1998	\$2,050
July 1, 1998 to June 30, 1999	\$2,150
July 1, 1999 to June 30, 2000	\$2,450
July 1, 2000 to June 30, 2001	\$2,950
July 1, 2001 to June 30, 2005	\$3,000

* Please note applicable language in the 1991-93 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 D. 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 and their spouses may remain in the active plan until they become Medicare eligible,

and become eligible for the Medicare Supplement plan(s) and/or the Medicare Supplement plan(s) offered through Minnesota Teachers' Retirement Fund Association (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 post-retirement health savings account. Teachers who pay for COBRA benefits through MSRS will not be charged the 2% administrative fee. Medicare eligible retired teachers and/or their spouses shall pay the total premium for the Medicare Supplement plan(s).

Section E. Deferred Compensation/Tax sheltered annuities: The District will make an employer matching 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) on or about April 1, 2004, to the Minneapolis Investment Trust 403b plan. 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 established an unbundled 403(b) plan called the Minneapolis Investment Trust (MIT). The Minneapolis Investment Trust will be available for enrollment upon announcement in 2004. In connection with the establishment and continuation of the plan, the District and the Labor/Management Benefits Committee designed the plan, selected the plan's administrative and investment providers, is the exclusive manager of the plan's communications with employees, and is responsible for ongoing monitoring of the plan's investments and all administrative services provided to the plan.

Employees should ensure deferred compensation/tax sheltered annuity payments do not exceed IRS limits. If limits are exceeded, the District will stop deductions to these accounts.

Effective January 1, 2003, 457 & 403(b) limits are as follows:

100% of includable compensation, not to exceed \$12,000 - 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.

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 and/or tax sheltered annuity 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 Minneapolis Investment Trust 403(b) Plan. Teachers enrolled in the State of Minnesota Deferred Compensation Plan or the Minneapolis Investment Trust will be automatically eligible for the match. The payment shall be made in March of the year following the fall enrollment period.

All of the following must be met.

- a. Effective 2003-2004 the District will pay an annual match payment of up to either the per teacher maximum of \$600 or the aggregate maximum for all teachers of \$1,600,000, whichever is less. Effective 2004-2005, the District will pay an annual match payment of up to either the maximum of \$600 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 period must make their contribution during the calendar year, from September to December, to qualify for the match payment.
- 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.

Section F. 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 leave days, at one hundred percent (100%) of their daily rate of pay, into payments to the State of Minnesota Deferred Compensation Plan (457) or the Minneapolis Investment Trust (403(b)). The Career Transition Trust plan is an employer contribution that allows for such conversion until the employee reaches the maximum capped deposit for the tier of benefit. The number of sick leave days that 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 prior teaching 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.

^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.

- 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 above the number they are eligible to participate in the Career Transition Trust plan shall be eligible to participate in the Wellness Pay Plan defined in Sec. H of this Article.
- d. Teachers hired as defined in this Agreement 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 CTT. The maximum Career Transition Trust benefit for teachers hired after July 1, 1994 and thereafter, shall be fixed at \$33,000 beginning 2003-2004 and \$36,000 beginning 2004-05 except as defined in Subd. 1.e.
- e. Teachers who continue to accrue sick leave may raise their tier cap to \$40,000 beginning 2003-04 and to a \$45,000 cap beginning 2004-05 upon reaching the required number of days in their Sick Leave Conversion Account.
- 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 or Sick Leave for Fitness will not be available for use as sick leave days under this Article.

Subd. 2. Sick Leave Conversion Account Balance:

- a. The balance in the sick leave conversion account is equal to the teacher's current accrued sick leave added to any days previously converted.
- b. Any days that have been converted into the Career Transition Trust will not be available for use as sick leave days under this Article.
- c. Teachers who resign and subsequently are reemployed by the District are not credited with their previous sick leave accrual balance.

Subd. 3. 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 being carried forward from the prior teaching year to the school year that the conversion will be made, except for teachers who meet the eligibility requirements in Subd. 3.a.4.
- 3. Teachers must enroll annually to participate in Career Transition Trust.
- 4. To be eligible for a one-time (1) only option to convert accrued sick leave days, as provided in Subd. 4b.1 of this Article, the teacher must be 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 being carried forward from the prior teaching year to 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 one (1) day for every two (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 VIII , Section C, Subd. 4b. 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 Minneapolis Investment Trust (403(b)) shall be made in March of each year the teacher is eligible and elects to participate in accordance with the provisions contained in this Article .
2. Career Transition Trust is subject to the rules of the State of Minnesota Deferred Compensation Plan under MS 352.96.

Subd. 4. 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 (1000 + 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:

1. 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 (1) 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.
2. 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 ten (10) days annually beginning 2001-02 and eleven (11) days annually beginning 2002-03 at their daily rate of pay at the time the deposit is made in accordance with Subd. 3.b of this Article.
3. 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 twelve(12) days annually beginning 2001-02 and thirteen (13) days annually beginning 2002-03 at their daily rate of pay at the time the deposit is made in accordance with Subd. 3.b of this Article.
4. Teachers who have a sick leave conversion balance in their account of one hundred ninety plus (190+) days may convert up to fourteen (14) days annually beginning 2001-02 and fifteen (15) days annually beginning 2002-03 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 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 H. The District's pay-out will be calculated using the Wellness Plan formula and will not exceed \$30,000.
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 \$33,000 beginning 2003-2004 and \$36,000 beginning 2004-2005.
 - Tier 2.** Teachers who have a sick leave balance 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 \$40,000 beginning 2003-2004, and \$45,000 beginning 2004-2005.
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 fifty percent (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 their account with the State of Minnesota Deferred Compensation Plan (457) or Minneapolis Investment Trust (403(b)) 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 amounts 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 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 District.

Subd. 5. Employees should ensure contributions do not exceed IRS limits. If limits are exceeded, the District will stop deductions.

Subd. 6. 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 and/or MIT.
- 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 District provided that the teacher is fifty-five (55) years of age or was credited with thirty (30) years of service in the Minneapolis Teachers Retirement Fund.
 3. Once wellness pay is deposited in a Minnesota State Retirement System account, beneficiaries of the deceased teacher's estate must submit a claim(s) to receive reimbursement for the balance remaining in the retiree's account.

Section G. Interim Pay. The Superintendent will approve interim pay for teachers hired July 1, 1994 and thereafter who, on the first school day of the academic year at the end of which they retire, have ninety (90) days or more accrued sick leave and who notify the District before March 1 of their intent. Teachers who have ninety (90) days or more will receive five (5) days interim pay on the pay day following spring break. Teachers who have one hundred forty (140) or more accrued sick leave days will receive ten (10) days interim pay on the pay day following spring break. Teachers who have one hundred ninety (190) or more accrued sick leave days will receive fifteen (15) days interim pay divided equally between the two (2) pay days following spring break.

Section H. Wellness Pay Plan and Minnesota State Retirement System Retiree Health

Savings Account: Teachers who do not participate in the Career Transition Trust shall at the time of separation from service with the District, have fifty (50) percent of their unused sick leave at their daily rate of pay provided they are at least 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) Post Retirement Health Care Savings Account. Effective October 2002, an online application will be in place through the District website.

Wellness pay shall be disbursed in a lump sum directly to the teacher's Health Care Savings Plan account in the year of retirement tax free. Payment shall be made by October 1 of the year of retirement.

Pending IRS ruling, retirees who are enrolled in a non-district provided health insurance plan, or if both retirees were/are district employees or are covered by a spouse/partner's plan, at the time their district health insurance contribution (that was earned while actively employed) ceases, they will not receive a contribution to the Minnesota State Retirement System's Post Retirement Health Care Savings Plan, but

will instead receive a severance amount as a cash payment, provided said retirees provide the required documentation.

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 VII , 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 her/his separation from the District.

Section I. Sick Leave for Fitness. The District and the Union support and encourage staff to maintain their physical and mental well being. Employees who are healthy role models are essential to the District's mission to ensure that all students learn. To accomplish this goal, each work site shall develop a site-based employee wellness plan through their site-based leadership team. The plan will focus on activities that promote, maintain, and support the health and well-being of all employees. Activities may include promotions, activities, classes and/or competitions sponsored by District health services, employee assistance plan, District/Union wellness collaboration, or community resources.

To promote and enhance employee health and wellness, reduce use of sick leave and impact the rising cost of health care, the District will offer teachers the opportunities to use Sick Leave for Fitness.

Subd. 1. Definition

- a. Teachers who, as of September 1, have ten (10) years of continuous service in the District or an accumulated sick leave balance of at least thirty (30) days may cash in one (1), two (2), or three (3) of their sick leave days to cover the cost of wellness related expenses.
- b. Teachers may choose to trade in a minimum of one day (8 hours) and a maximum of three days (24 hours) per year.
- c. The number of sick leave days used to fund reimbursements is based on the employee's daily rate of pay at the time the request is processed.
- d. The Sick Leave for Fitness will extend only for the two (2) year period of this Agreement to be evaluated by the District and the Union. This provision must be renegotiated.

Subd. 2. Eligible expenses for Reimbursement

- a. Health club memberships - single, family, and dual - will be reimbursed at their full rate (monthly dues plus tax plus any enrollment fees) provided the teacher is included in the membership. Single club memberships must be for the teacher.
- b. Behavior modification programs such as smoking cessation, weight loss or stress management classes/programs, are eligible for one hundred percent (100%) reimbursement. "Stop smoking" aids such as nicotine gum/patch are allowable only as a part of a structured smoking cessation program but a doctor's prescription is allowable where not reimbursable by a health plan.
- c. Fitness/exercise programs/personal trainers are one hundred percent (100%) reimbursable. Aerobic exercise classes qualify as well as stretching/flexibility/martial arts classes (e.g., Tai Chi, yoga, meditation).
- d. Exercise equipment, new or used, is eligible for one hundred percent (100%) reimbursement, e.g., outdoor or stationary bicycle (including trainer), snow shoes and bindings, treadmill, stair-stepper, rowing machine, skiing machine, home gym equipment, hockey/ice skates, personal trainer, skis (including poles, mounting, and bindings), sales tax on equipment, weights, exercise balls, inline skates, protective gear (helmet, arm guards, etc.). **Equipment must be purchased by the employee for the employee's use.** If purchasing a piece of new equipment, a paid sales receipt or charge/credit slip that is signed by the employee must be provided. If purchasing used equipment, the employee must provide a dated bill of sale listing the equipment purchased, the price paid, that the employee was the purchaser, and the seller's name, address, phone number, and signature.

Subd. 3. Expenses NOT Eligible

- a. Multiple health club memberships at one time are not allowed. Reimbursement for more than one (1) piece of equipment of similar design/purpose per year is not allowed.

- b. Club memberships of a primarily recreational nature are not eligible. This includes country club/golf club/tennis club memberships.
- c. Accessory items (e.g., book holders, water bottle holders, bike racks, custom bike components) and clothing items (e.g., running shoes) are not reimbursable.
- d. Shipping and delivery fees are not reimbursable.
- e. Entrance fees, court fees, greens fees, lift tickets, license fees, cost of permits, towel fees, tanning fees, locker fees, etc. are not reimbursable
- f. Recreational activities and lessons such as dancing, bowling, and horseback riding are not reimbursable as are whirlpools, saunas, and massage therapy.
- g. Running shoes, clothing, car/child carrier for bicycle, vitamins or supplements, golf clubs, tennis rackets/fees, shipping and delivery fees, entrance or greens fees, locker fees, food in conjunction with a weight loss program, massage, accessory items, extended warranties, hot tub and food purchased in conjunction with a weight loss program are not reimbursable.

Subd. 4. Claim Processing

- a. SLF is a reimbursement program. Employees incur expenses and submit claims to Employee Benefits. Claims per employee per year cannot exceed the equivalent of three days and cannot be for less than the equivalent of one day.
- b. Employees will be reimbursed for expenses incurred July 1 through June 30 of each fiscal year. The days sold will be subtracted from the teacher's sick leave balance but will not affect the conversion caps for CTT eligibility. Days sold cannot be used for sick leave.
- c. To qualify for reimbursement, teachers must be actively on the payroll at the time the expense was incurred.
- d. Documentation for the activity/equipment is dated, shows the employee as the purchaser, and clearly shows what was purchased. A paid receipt, charge card slip, canceled check, bank statement showing the debit, or health club statement showing the credit, are all allowable. Copies of documentation are acceptable.
- e. According to IRS rulings, when an employee cashes in sick leave, it becomes taxable income. As such, it is subject to state and federal income tax as well as standard Social Security and Medicare tax. Reimbursement checks will be less these taxes, which could total over 40%.
- f. Teachers will be reimbursed for full-day increments only.

Section J. Wellness Goals

The District wellness goals will include, but are not limited to:

- Maintain or improve the health of employees to meet the demands of students;
- Reduce the cost of health care benefits through early detection and wellness strategies;
- Demonstrate that the district is a quality employer that cares about the health and welfare of its employees;
- Increase the information and understanding of employees about their own health risks and habits in order to make good lifestyle decisions;
- Partner with health, dental, and mental health providers to support the district wellness efforts;
- Provide promotional events and strategies to encourage, incent, and reward employee wellness awareness and participation;
- District regular newsletter on wellness issues and activities to all union groups;
- Encourage, develop, and support individual worksite wellness activities;
- Develop and deliver health-related presentations and promotions at sites;
- Continue to identify, train, and support key communicators at worksites;

- Increase timely access to screening and prevention for employees at work sites.

Section K. 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 the Minnesota College Savings Plan, 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.

Section L. Perfect Attendance for ABE Teachers

To reduce voluntary absences, if up to 10% of teachers have no personal illness, family illness or personal leave with and without pay absences during the school year, each such 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 deposited into their 403(b) or 457 account.

If at least 12% of teachers have no personal illness, family illness or personal leave with and without pay absences during the school year, each such teacher who has no personal illness, family illness or personal leave with and without pay absences during the school year may choose:

- d. to add the equivalent of two (2) sick leave days to the teacher's total sick leave hours; or
- e. to have the District contribute the amount equivalent to two (2) 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.
- f. If the teacher has retired by the time of the election period, the teacher has the option of cashing out two sick leave days at 50% of their daily rate of pay at retirement or having the equivalent of two days at the full value of their daily rate of pay at retirement deposited into their 403(b) or 457 account.

If at least 15% of teachers have no personal illness, family illness or personal leave with and without pay absences during the school year, each such teacher who has no personal illness, family illness or personal leave with and without pay absences during the school year may choose:

- g. to add the equivalent of three (3) sick leave days to the teacher's total sick leave hours; or
- h. to have the District contribute the amount equivalent to three (3) 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.
- i. If the teacher has retired by the time of the election period, the teacher has the option of cashing out three sick leave days at 50% of their daily rate of pay at retirement or having the equivalent of three days at the full value of their daily rate of pay at retirement deposited into their 403(b) or 457 account.

Only teachers who are .5 F.T.E. or above are eligible for the perfect attendance incentive. The incentive will be pro-rated for qualified teachers who are at least .5 but less than 1. F.T.E.

In calculating the percentage of teachers for perfect attendance, the District will use the total number of teachers on the first payroll of the calendar year.

ABE teachers shall be pooled with K12 teachers when being considered for the 12% and 15% tiers of this benefit.

Section M. Retirement Early Notification Bonus:

Teachers who submit their non-rescindable notice of retirement, and who then retire at the end of the 2003-2004 or 2004-2005 school year shall be paid \$1,500 for notifying the District by a specified date in March of 2004 and 2005 or \$1,000 for notifying the District by a specified date in April of 2004 and 2005.

In general, the following eligibility rules apply:

- For basic members of the MTRFA, that is, teachers hired before July 1, 1978: (a) thirty (30) years of service in the District regardless of age; or (b) age sixty (60); or (c) age fifty (50) with seven (7) years MTRFA service credit for a reduced pension.
- For coordinated members of MTRFA, that is, teachers hired after July 1, 1978: (a) age sixty-five (65), irrespective of years of service; or (b) age fifty-five (55) with three (3) years of MTRFA service credit for a reduced pension. However, teachers hired before July 1, 1989 are covered by the rule of ninety (90), that is, years of service plus age is greater than or equal to ninety (90).
- The combined service law permits the accrual of service outside the Minneapolis Public Schools. Any further questions may be answered by the MTRFA office.

This provision is in effect for the duration of this contract.

Section N. Other Reimbursements and Insurance Benefits

Subd. 1. Automobile Liability Insurance. The teacher's individual insurance provides the primary coverage for transporting students in a teacher's personal automobile. The District also maintains non-owner automobile liability insurance coverage. The policy provides secondary coverage to protect the District for automobile liability claims involving a vehicle not owned by the District.

Social workers and Early Childhood Family Education teachers providing proof of at least \$300,000 automobile liability insurance coverage are entitled to be compensated \$100 per school year for purposes of deferring the automobile insurance premium costs. Teachers providing proof of coverage who receive the insurance compensation are also subject to a check of their driving record.

Subd. 2. Mileage. Mileage for use of personal automobiles for approved business shall be reimbursed at the prevailing Internal Revenue Service Rate.

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. Scholarship Fund. The District and/or Minneapolis Public Schools Foundation shall develop a scholarship fund that will help teachers with general education licenses pursue licensure in special education. Teachers who accept scholarship funds shall teach within the licensure area for three (3) out of five (5) years after obtaining full licensure. A teacher who is unable to fulfill this commitment shall pay back the District on a pro-rated basis depending on the amount of time spent working in Special Education after full licensure was obtained.

The District and Union shall communicate special education scholarship/licensure opportunities.

Section O. Automatic Payment Options. Teachers who are on an extended leave of absence (six (6) months or longer) or retired, are now able to pay for their monthly health insurance premiums through automatic pay directly from a savings or checking account. Additional information is automatically distributed to retirees and others on leaves of absence from the Human Resources/Employee Benefits Department.

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 or designee. Extension of any such leaves will not be granted unless the Superintendent of Schools or designee so directs. No leave shall be extended beyond three (3) years, except for leaves under Section H of this Article and long-term disability. Teachers released to teach in dependent schools 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 District for at least one (1) year and have worked at least one thousand two hundred and fifty (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, 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
- Subd. 3.Probationary Teachers

Section E Extended Leave – Medical Leave

- Subd. 1.Parenting
- Subd. 2.Critical Illness/Death in Family

- Subd. 3.Quarantine

Section F Leadership Leaves

Section G Study Leaves

- Subd. 1.Leave for School Purposes
- Subd. 2.Professional Improvement
- Subd. 3.Study Leaves without Pay
- Subd. 4.Teacher Exchange
- Subd. 5.Summer Study

Section H Other Leaves

- Subd. 1.Legal Reasons
- Subd. 2.Military
- Subd. 3.Peace Corps/VISTA
- 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 District's 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 March 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.
- In order to return from a leave of absence of any length, teachers shall be required to submit an additional "Request for Leave" form indicating final return date.
- In order to return from a medical leave of absence of any length, teachers shall be required to submit an additional "Request for Leave" form and the "Return to Work Authorization" form from their doctor indicating that they have medical clearance to return to work. These forms must be submitted to the Human Resources Department prior to the teacher returning to work.
- Teachers returning from a leave of one (1) year or less shall submit the form(s) directly to the Human Resources Department with the signature of their ABE Manager. In order to return from a leave, teachers shall be required to submit an additional "Request for Leave" form indicating final return date no later than March 1 of the preceding school year.
- The teacher position at the site shall be considered vacated if a teacher returning from a one year leave fails to submit the designated form(s) to the Human Resources Department by March 1.
- Teachers returning from a personal, medical, parenting or military 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 ABE Program.
- Leaves of absence with an ending date of April 15 or later may be extended until the first duty day for teachers of the next school year, unless an earlier date is approved by Human Resources.
- Unpaid parenting leaves 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.

Section B. Family Medical Leave Act: The 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 VII, 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 District 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 District 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 thirty eight (38) through forty two (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 District shall be required to reimburse the District 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 attending 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 District, 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 District.
5. All days donated to the Sick Leave Pool shall be irretrievable by the donor.
6. Teachers shall be eligible to join the Sick Leave 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) employees appointed by the exclusive representative of teachers and one (1) non-voting member to be appointed by the Human Resources Department.
2. The District will contract with a third party claims administrator to review all claims and to make a final determination regarding eligibility for Sick Leave Pool benefits.
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 attending physician verifying that the teacher is/was unable to work. The application and attending physician's statement shall be submitted to the Third Party Administrator 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 District.
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 Sick Leave Pool shall receive eighty percent (80%) of his/her daily rate of pay.
2. Effective July 1, 1994, the maximum Sick Leave 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.
4. Beginning the 2001-02 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 District.
5. Beginning the 2001-02 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 District.
6. Sick Leave Pool benefits shall end upon a member's qualifying for benefits for either the Long-Term Disability (LTD) insurance plan or the Minneapolis Teachers Retirement Fund Association plan, or if the teacher has already accessed the Sick Leave Pool for the maximum of one hundred eighty five (185) days during his/her teaching career in Minneapolis.

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 District, 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 Third Party Administrator. 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 ABE Manager.
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 ABE Manager 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 ABE Manager

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 Perfect Attendance (100%) 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 March 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 March 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 ABE manager 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 ABE manger, 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 attending 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 ABE Manager. 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 forty-five (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. Parenting Leave with Physician Statement: Any leave of absence for maternity, paternity or adoption that results from the birth or adoption of a child(ren) that is medically necessary as evidenced by an attending physician's statement is covered by the sick leave provisions of this Agreement. The attending physician's statement shall be submitted to the District concerning the medical circumstances that require the leave. Teachers will be able to access their sick leave during parenting leave up to the time specified by their physician. Teachers are encouraged to meet with the ABE manager 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 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. Parenting Leave without Physician Statement: Any leave that results from the birth or adoption of a child that does not have medical documentation is applied toward the twelve weeks provided under the Family Medical Leave Act. Teachers may use their sick leave for up to twenty-five (25) 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-five (25) duty days following the arrival of the child(ren).

D. 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.

E. Return to Duty: Teachers returning from a maternity leave shall submit the appropriate form from their attending physician 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 section on staff reduction.

F. Probationary Teachers: Probationary teachers may take up to one (1) 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:

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 District 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 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, she/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 District. 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 District 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 District 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 District 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 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 ABE manager, and request should then be submitted to the 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 District 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 District is a party in litigation, the teacher shall be entitled to pay while attending as a witness at the request of the District.

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 District 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. Official military orders shall accompany request for leave forms submitted to the Human Resources Department prior to the beginning of the military leave. 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 military 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.

B. Probationary Teachers: Leaves of absence are granted for military purposes, but not to exceed the enlistment or draft period. Official military orders shall accompany request for leave forms submitted to the Human Resources Department prior to the beginning of the military leave. 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 military 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 Annual Training: 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 Request for Leave 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. National Guard Active Duty: A teacher who is involuntarily called to short term active duty (not to exceed twenty-nine (29) days) shall be granted leave with pay while serving provided the teacher pays to the District any fees received minus travel allowance, for such National Guard service. Teachers may retain fees for National Guard service that occurs on holidays and non-duty days for teachers. A copy of the orders verifying that the employee was called to duty, not volunteering, for active duty must be submitted to the Human Resources Department along with the "Request for Leave" form.

E. 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 a Request for Leave 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 are 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. Teacher/Staff Orientation:

New Teacher Orientation: The District and the Union are committed to the success of our new teachers in the Adult Basic Education Program. As a part of this commitment, the following new teacher orientation opportunities may be incorporated into the new teacher orientation for ABE teaching staff as determined by the ABE Program Manager:

District-Wide New Teacher Orientation: The District and the Union offer new teacher orientation to all new Minneapolis Teachers once a year prior to the start of the school year. This orientation focuses on K-12 teachers and may not always be applicable to the ABE program. New ABE staff may participate in part or all of this orientation if the content is appropriate to them or the program.

Program New Staff Orientation: This orientation is specifically provided for all new ABE staff. The goal of this orientation is to provide new staff with program information, policies and procedures, as well as District and state ABE program overviews.

Community Education New Staff Orientation: The Community Education Dept conducts orientations annually for all new staff. All new teachers are required to participate.

Site Orientation: The ABE program operates at various site locations. Site orientation provides new staff an opportunity to meet colleagues and learners, gain access to curriculum, and learn site policies and procedures. This orientation may be provided by a colleague or program administrator.

Orientation happens within thirty days of the first work day. Extended time pay will be provided if appropriate.

Section B. 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.

Section A. Shared Leadership 1. Shared Leadership for Continuous Improvement

The District Strategic Direction calls for the District to support Shared Leadership for Continuous Improvement. The ultimate goal is to improve the quality of instruction and learning for students.

It is expected that the Adult Basic Education Program continuously renews itself and develops strategies to improve the achievement of each student served, and to eliminate gaps in learning among different groups. The chosen strategy of the District is to help each student achieve full potential by moving decision-making closest to the students served. Shared decision-making assures that all individuals involved in the process of educating students shall have a voice in the discussion.

The benefit of shared decision-making is supported by research. Research shows that employees who are involved in the decision-making process are healthier and are more successful in achieving the goals of the organization. Research shows that learners who feel heard by the educational establishment are more involved not only in their own education but also in the education of their children.

A shared decision-making process is integral to ABE Program accountability. Accountability for student progress is incorporated into the content and performance standards and assessments that are aligned with the curriculum. The main component of professional accountability is the Professional Development Continuum (PDC). Program accountability includes, but is not limited to, the Minnesota Adult Basic Education Annual Performance Report and the MPS Community Education Department Improvement Plan (DIP). In keeping with the Strategic Direction of the District, Shared Leadership for Continuous Improvement will help assure an accountability system that is consistent with the District Improvement Agenda.

2. Shared Decision-Making

While a shared decision-making process is integral to program accountability, its ultimate goal is to improve the instruction and learning of the participants in the ABE program. Shared decision-making shall be established through an ABE program organizational structure that includes a Shared Leadership Team. This team shall ensure that all stakeholders, especially students, staff and community, have representation in the decision-making process. Critical areas of decision-making include, staff development, instructional leadership, and staffing.

The Shared Leadership Team shall be composed of staff representatives and shall operate according to its by-laws. A current copy of the bylaws must be on file in the Adult Basic Education office and available to all adult basic education employees. The Shared Leadership Team is responsible for guiding decision-making for the Adult Basic Education program. The focus of all decision-making will be learner achievement.

3. Shared Leadership Team Responsibilities

Responsibilities of the Shared Leadership Team include but are not limited to:

- Set the direction for overall management and operation of the program as prescribed by the negotiated matrix as outlined in this contract;
- Know and understand the mission and vision of the program, as well as the demographics, performance and needs of the students in the program;
- Implement a biennial strategic planning process which becomes the basis for the Department Improvement Plan;
- Make decisions and initiate improvements as prescribed by the matrix that are aligned with the goals and policies of the program;
- Participate in the development and updating of the Department Improvement Plan;
- Review proposed ABE budget, recommending adjustments to effectively support the achievement of program instructional goals;
- Review, modify and approve the staff development committee's proposed staff development plan;
- Communicate regularly and clearly with ABE staff, students and the community;

- Make program-wide staffing recommendations;
- Provide leadership in development and implementation of an orientation plan to help integrate new staff, and administrator(s) into the program;
- Work through active leadership to promote a positive and professional climate;
- Report its membership, selection process and meeting times and dates to the program community;
- Assess the effectiveness of the shared decision-making process in the program and work with the program administrator(s) to improve the process as needed;
- Assure that the program solicits student input related to potential program changes and issues;
- Structure an annual meeting with the ABE Community Advisory Council;
- Create and charge committees and work groups to meet program needs identified by stakeholders. The Shared Leadership Team may choose to fulfill a responsibility by organizing a committee to accomplish a specific goal.

4. Administrative Support

To support the Shared Leadership Team, the Program Administrator(s) have the following responsibilities:

- Provide professional development opportunities for staff members in the shared decision-making process and decision-making parameters;
- Provide data and other necessary information to the staff in a timely manner and accessible format;
- Analyze the Shared Leadership Team's assessment of the shared decision-making process and communicate findings with the Shared Leadership Team.

5. Shared Leadership Team Relationships with Administration and Staff:

As outlined in the matrix, the Shared Leadership Team shall be accountable to the Program Administrator(s) for policies congruent with the vision of the program. Program policies will be based on the recommendations of and communication with the interest groups represented on the Shared Leadership Team, the ABE Community Advisory Council and learner focus groups, in accordance with state and District mandates. The Shared Leadership Team will promote the consistency of policy and its implementation across the program. In the program, the Shared Leadership Team also will build collaboration, inclusiveness, cohesiveness and consensus.

6. Shared Leadership Team Relationships with Other Committees, Site Teams and Work Groups:

All program committees, site teams and work groups will communicate directly with or through the Shared Leadership Team to coordinate planning and implementation of their work. The result will be a learning environment where students, teachers, and staff will all understand the instructional goals of the program and what is expected of each of them in the process of achieving those goals. The Shared Leadership Team will review, discuss and problem-solve issues that are unresolved at the team or committee level.

The formation of committees and work groups will vary according to program needs based on the ABE biennial strategic planning process. A recommended model includes a staff development committee, a curriculum and instruction committee, and a budget committee.

7. Decision-Making Guidelines:

The Shared Leadership Team shall use the following principles to guide their shared decision-making processes:

- Focus on meeting academic needs of students;
- Leave decision-making with classroom teachers or teaching teams if possible. If not possible, staff directly affected by a Shared Leadership Team decision should be involved in discussion before the decision is made;
- Consider how decisions impact students and staff;
- Promote professional staff development in the program, build collegial relationships and foster a professional climate.

DECISION MAKING RESPONSIBILITIES (MATRIX):

Topic	District	CE / ABE Admin	Shared Leadership	Committees	Teams
Measurement of ABE Programs Performance		<ul style="list-style-type: none"> • Federal / State Report s • Compile and analyze learner data • Customer Satisfaction Survey 	<ul style="list-style-type: none"> • Determine charge to Assessment Committee, LSC, and administration regarding assessment issues 	<ul style="list-style-type: none"> • Execute assigned charge 	<ul style="list-style-type: none"> • Provide learner performance data
Partnerships	<ul style="list-style-type: none"> • Refer potential partnerships to ABE 	<ul style="list-style-type: none"> •Decide viability of Partnerships • Assure that partnership agreements are established, followed, and on file • Provide partnership data to SLT as needed • Set parameters for partnerships • Refer potential partnerships to ABE 	<ul style="list-style-type: none"> • Review site data • Recommend action on partnership viability 		<ul style="list-style-type: none"> • Provide input to SLT
Department Improvement Planning	<ul style="list-style-type: none"> • Set District goals guided by District Improvement Agenda 	<ul style="list-style-type: none"> • In collaboration with SLT, identify and affirm goals aligned with District & CE goals • Assign appropriate oversight to committees • Bring committee operational issues to SLT • Set CE goals guided by DIA and other district initiatives 	<ul style="list-style-type: none"> • In collaboration with ABE administration, identify and affirm goals aligned with District and CE goals through a biennial strategic planning process • Identify ABE committees and develop committee charges including time lines • Develop and implement process for committees that do not follow through on charges • Recognize successful committee work 	<ul style="list-style-type: none"> • Follow through on charges • Submit appropriate reports to SLT 	<ul style="list-style-type: none"> • Make recommendations to SLT regarding ABE goals and potential committees

Topic	District	CE / ABE Admin	Shared Leadership	Committees	Teams
Training	<ul style="list-style-type: none"> • Provide pertinent training for District priorities 	<ul style="list-style-type: none"> • Provide pertinent training for CE / ABE priorities 	<ul style="list-style-type: none"> • Charge SD committee • Identify needs 		<ul style="list-style-type: none"> • Identify needs
Instruction (teach and assist learning)	<ul style="list-style-type: none"> • Negotiate Standards of Effective Instruction (SEI) 	<ul style="list-style-type: none"> • Communicate and support SEI • Use SEI in teacher observations • Ensure that teacher performance standards are in place 		<ul style="list-style-type: none"> • Negotiate standards 	<ul style="list-style-type: none"> • Implement SEI and share full repertoire of best instructional practices: align with PDP
PDP Process	<ul style="list-style-type: none"> • Provide pertinent training 	<ul style="list-style-type: none"> • Participate according to contract 			<ul style="list-style-type: none"> • Participate according to contract
Curricular Content	<ul style="list-style-type: none"> • Approve curriculum that aligns with state standards 	<ul style="list-style-type: none"> • Work with SLT to ensure ABE curricula is aligned with DOE standards for ABE • Approve ABE curricular content 	<ul style="list-style-type: none"> • Affirm committee recommendations on curriculum changes 	<ul style="list-style-type: none"> • Follow DOE and Fed/State Standards, approved curriculum, and make recommendations to ABE - SLT 	<ul style="list-style-type: none"> • Follow DOE and Fed/State Standards and approved curriculum
Instructional Materials		<ul style="list-style-type: none"> • Implement SLT decisions on instructional materials 	<ul style="list-style-type: none"> • Decide charges for ELL & ABE Curriculum committees based on previous year's committees' recommendations and DIP • Review, modify, and approve recommendations related to instructional materials 	<ul style="list-style-type: none"> • Research materials • Provide opportunities for input from staff • Make recommendations on materials to SLT 	<ul style="list-style-type: none"> • ELL & ABE teams choose curriculum committee-approved materials based on site needs
Student Performance Standards	<ul style="list-style-type: none"> • Adopt student performance standards which meet or exceed state standards 	<ul style="list-style-type: none"> • Ensure that student performance standards are in place 	<ul style="list-style-type: none"> • Assure standards are disseminated to all staff 		<ul style="list-style-type: none"> • Implement student performance standards which meet or exceed state standards

Topic	District	CE / ABE Admin	Shared Leadership	Committees	Teams
Placement and Assessment Tools		<ul style="list-style-type: none"> • Relay information from the DOE about placement and assessment tools • Decide feasibility of committee recommendation 	<ul style="list-style-type: none"> • If needed establish a committee, to assess diagnostic tools 	<ul style="list-style-type: none"> • Research and identify preferred diagnostic tool • Rec. to administration 	<ul style="list-style-type: none"> • Provide feedback regarding diagnostic tool to SLT
Program Manager Recruiting/Hiring	<ul style="list-style-type: none"> • Coordinate/Hire 	<ul style="list-style-type: none"> • Participate on interviewing committees • Establish search committee including volunteers from staff (CE Director) • Recommend to HR whom to hire (CE Director) 	<ul style="list-style-type: none"> • Solicit volunteer(s) to serve on interview committee 	<ul style="list-style-type: none"> • Interview committee recommends finalists 	<ul style="list-style-type: none"> • Teachers participate on interview committees
Program Assistant Recruiting/Hiring	<ul style="list-style-type: none"> • Coordinate/Hire 	<ul style="list-style-type: none"> • Participate on interviewing committees • Establish a search committee including staff volunteers • Recommend to HR whom to hire 	<ul style="list-style-type: none"> • Solicit volunteer(s) to serve on interview committee 	<ul style="list-style-type: none"> • Interview committee recommends finalists 	<ul style="list-style-type: none"> • Teachers participate on interview committees
Teacher Recruitment/Hiring	<ul style="list-style-type: none"> • Coordinate/Hire 	<ul style="list-style-type: none"> • Participate on interviewing committees • Establish committee • Recommend to HR whom to hire 	<ul style="list-style-type: none"> • Solicit volunteer(s) to serve on interview committee 	<ul style="list-style-type: none"> • Interview committee recommends finalists 	<ul style="list-style-type: none"> • Teachers participate on interview committees
Non-licensed staff	<ul style="list-style-type: none"> • Coordinate/Hire 	<ul style="list-style-type: none"> • Participate on interviewing committees • Establish committee • Recommend to HR whom to hire 	<ul style="list-style-type: none"> • Solicit volunteer(s) to serve on interview committee 	<ul style="list-style-type: none"> • Interview committee recommends finalists 	<ul style="list-style-type: none"> • Teachers participate on interview committees
Staffing Plan	District sets guidelines for job classifications	<ul style="list-style-type: none"> • Make a plan • Provide to SLT current file of job descriptions with uniform format 	Recommendations regarding staffing needs, i.e.; TOSA, EA, etc.		Recommendation to SLT re staffing needs
Budget	Board Approves	<ul style="list-style-type: none"> *Seeks input from stakeholders *Develops budget and recommends to CE Wide Advisory Council and school board. *Approves expenditures 	Share budget priorities	Share budget priorities	Share budget priorities

Note: This provision must be renegotiated to be included in the 2005-07 contract.

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 Basic Education 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 District shall make available online a list of ABE vacancies to all teachers. Vacancies shall be provided online for a period of ten (10) working days prior to bidding. 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. WORKING CONDITIONS

Air quality, lighting, noise level, safety and security and other environmental factors may greatly impact the performance of some students and staff in a school or other work location. The District has statutory obligations to maintain a safe working environment. Both the District and the Minneapolis Federation of Teachers are committed to continuing to work together to assess and develop the quality of school and other work environments so that students and staff may achieve their best performance. The Minneapolis Federation of Teachers and the District have obligations under the Americans with Disabilities Act (ADA) to consider accommodation requests from disabled employees and make reasonable accommodation according to the statute.

Section A. Environmental Health and Safety.

1. A Joint Committee: The Minneapolis Federation of Teachers and the District shall establish a joint committee consisting of members of the Minneapolis Federation of Teachers Environmental Health and Safety Committee and representatives from the District's Office of Environmental Health and Safety, Facilities, Employee Effectiveness, Office of Safety and Security, Workers' Compensation, and other groups the committee deems appropriate. The committee shall meet a minimum of three times per year and thereafter as needed. The purpose of the committee shall be to cooperatively review statistics of reported complaints and corrective actions taken by the District and solves problems involving but not limited to:

Accident and injury reduction	Infectious disease
Asbestos	Infectious waste
Blood borne pathogens	Lead in construction and water
Chemical hygiene/sensitivity	Lockout/tag out
Chemical storage	Minnesota Right-to-Know
Compressed gas	Pesticides
Emergency preparedness	Playground safety
Employee safety and security	Radon
Forklift safety	Respiratory protection
Hearing conservation	Technology education (ergonomics)
Indoor air quality	Underground storage tanks

2. Notification Process for Major Work Site Construction: To ensure that major renovation and major repair work is being conducted safely and without significant disruption to education and the health and well being of learners and staff, representatives from Facilities and/or the project manager from the construction company shall inform staff through the site leadership team and building steward at least two weeks prior to the onset of the work. Regular, relevant updates from construction meetings may be shared with staff through: written communication, and/or direct reports to the staff as needed.

3. Non-retaliation: No teacher shall be discharged or in any way discriminated against because such teacher has filed a complaint or followed any procedures pursuant to the Minnesota Right-to-Know statute or Section 4 of this article.

4. Complaints Regarding Work Conditions: As environmental health, safety or ADA-related issues arise at the site, staff will use the following procedures to resolve the issue. It is the goal of this process to resolve issues related to health and safety.

Step 1: Inform the program manager and head engineer of concerns in writing.

Step 2: If the matter is unresolved, the teacher and/or the program manager are encouraged to submit a written report to the Office of Environmental Health and Safety or the Administrator for Teacher Effectiveness in Labor Relations. If the unresolved issue is such that the teacher reasonably believes it presents an imminent danger of death or serious harm to the teacher, the teacher must

immediately report the danger to the program manager or designee and make arrangements to ensure the safety of any learners in that teacher's care. The teacher may leave the area of danger and/or the facility as needed.

Step 3: Any issue that arises under this section that needs further resolution shall be referred to the Joint Committee for problem-solving.

5. Reporting a Work Injury: If a teacher receives an injury that arises out of and in the course of employment, a First Report of Injury form will be completed by the employer once the employer is made aware by the teacher that the injury is being claimed as work related. The injured teacher will file the First Report of Injury in the event the employer is not available to assist the teacher.

The First Report of Injury form is available in the site office or the report can be filed over the telephone by calling 1-866-261-5793. Assistance is also available through the Worker's Compensation Department at the Educational Service Center.

A form must be filed for an injury or illness incurred at the work site or during a work-related activity, including but not limited to, physical accidents and assaults, exposure of infectious substances, and environmental factors.

If loss of work time is incurred because of a work-related illness or injury the teacher will notify the Worker's Compensation Department at the District office and procedures will be followed as per state law.

6. Reporting a Disability or Request for Reasonable Accommodation: Teachers who wish to report a disability or request accommodation should contact the Administrator for Employee Effectiveness in the Labor Relations Department.

Section B. Professional Work Space.

All professional employees of District, including itinerant professional 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 and shall conform to the requirements of school building regulations prescribed by OSHA.

It is the intent of the program that 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, professional staff will be afforded the ability to store confidential files in a locked and secure manner. This may include a locking file cabinet or locking desk. Teachers whose conditions do not meet these specifications should contact the ABE Program Manager promptly for problem-solving.

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 C. Professional Work Environment

General – We 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.

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.

Definition –General harassment is defined as conduct of a threatening, intimidating or pressuring nature directed towards an individual that is usually associated with, but not limited to subordinate

relationships (in class or on the worksite), when the act:

has the purpose or effect of creating an intimidating, pressuring, hostile or offensive working or academic environment; has the purpose or effect of substantially or unreasonably interfering with an individual's work; or otherwise adversely affects an individual's employment opportunities; or is perceived in such a way as to generate partially or totally disabling fear, doubt or pressure in an individual or group when the effect of such conduct has been brought to the attention of the perceived perpetrator.

Response – In the event that teachers believe they have been harassed and/or are having to work in a hostile environment, they should follow procedures defined in Article XIV Section E: Conflict Resolution Process.

Section D: Conflict Resolution Process:

Subd. 1. Procedures for Staff/Staff, Staff/Administrator, Staff/Citizen Issues The Minneapolis Federation of Teachers and the District, 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 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.
3. 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

1. 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:
2. 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.
3. If the staff member's concern is with the program manager/supervisor, Steps 2, 6, and 7 are then implemented with the appropriate Area Superintendent.
4. 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.

5. 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.
6. 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.
7. 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 both members are interested in continuing to resolve their concerns without involving District personnel, then they may access a mediation program through OPTUM, Minneapolis Mediation Program, or other free resources.
 - If a resolution is reached, a trusted or neutral party may be asked to reduce the agreement to writing if the parties both wish to have it done.
 - If no resolution is reached for a staff/staff or a staff/administrator concern and both of the staff members want 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 and have both made a written request to use the Formal Resolution process.

Description Of Events Form for Staff/Staff Resolution Meeting

MPS

Your Name: _____ Date: _____

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

Staff Resolution Meeting Summary

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 District, 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.

Description Of Events Form for Parent/Citizen Meeting

MPS

Your Name: _____ Date: _____

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

1. Are you a parent/guardian of child at the school of concern?
 Yes No Relationship to School: _____

2. Are you a staff person at the school of concern?
 Yes Position: _____ No

3. If you are not a parent or guardian or staff person, what is your relationship to the school?

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

Parent/Citizen Resolution Meeting Summary

(Attach "Description of Events Form")

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

Parent/Citizen:

School Personnel:

2. What issues remain to be resolved? (Document the following on extra pages if necessary)

Parent/Citizen View:

School Personnel View:

3. Outcome of meeting:

ARTICLE XV. 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.

ARTICLE XVI. 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 original receipts, a police report number, and an incident report.

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 original receipts, a police report number, and an incident report 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.

Section D. Worker Compensation Benefits: 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.

Section E. Basis of Payment: Any reimbursement made on this Article is a gratuitous payment and does not indicate that the District has accepted liability for the incident.

SCHEDULE "A" ABE TEACHER SALARY - Effective July 1, 2003 to June 30, 2004

	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
9	35,632	36,244	36,855	37,466	37,466	38,077	38,077	38,688	39,298

SCHEDULE "B" ABE TEACHER SALARY - Effective July 1, 2004 to June 30, 2005

	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	28,409	29,027	29,645	30,262	30,262	30,879	30,879	31,496	32,112
2	29,357	29,975	30,592	31,209	31,209	31,826	31,826	32,443	33,059
3	30,304	30,922	31,539	32,156	32,156	32,773	32,773	33,391	34,007
4	31,251	31,870	32,487	33,104	33,104	33,721	33,721	34,338	34,954
5	32,199	32,817	33,434	34,051	34,051	34,668	34,668	35,285	35,901
6	33,146	33,764	34,381	34,999	34,999	35,616	35,616	36,233	36,849
7	34,094	34,712	35,329	35,946	35,946	36,563	36,563	37,180	37,796
8	35,041	35,659	36,276	36,893	36,893	37,510	37,510	38,128	38,744
9	35,988	36,606	37,224	37,841	37,841	38,458	38,458	39,075	39,691

SCHEDULE "C" - RESERVE TEACHERS

Effective July 1, 2003

	<u>2003-04</u>	<u>2004-05</u>
Reserve Cadre Teachers:	\$130 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 \$130.00 per day during the 2003-04 school year and \$130 during the 2004-05 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 an ABE administrator. A copy of the performance feedback will be given to the Cadre teacher and the Human Resources Department.

	<u>2003-04</u>	<u>2004-05</u>
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 2003-04 school year and \$2500 per month for the 2004-05 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 is 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 be provided the performance feedback by an ABE administrator.
- 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.

Short Call Reserve Teachers:	<u>2003-04</u>	<u>2004-05</u>
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, 2003

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, 2003

Hourly Flat Rate: \$24/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 (½) 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: \$24/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**

/signed Louise Sundin/

President, Teacher Negotiator

For **Special School District No. 1 Minneapolis Public Schools**

/signed Sharon Henry-Blythe/

Chair, Board of Education

/signed Emma Hixson/

Board Negotiator

Dated this 11th day of May, 2004.

SECTION II: MEMORANDA OF AGREEMENT

HEALTH INSURANCE QUALITY, COST, AND ACCESS FOR MPS EMPLOYEES

Whereas, the last contract with Medica for the 2003-04 school year has caused disruption in families, changes in providers, and long distances for retirees to go for care, increased co-pays, etc.

Whereas, the District, the MFT, and the Labor/Management Benefits Committee share employees dissatisfaction with the new Medica contract and desire to provide all employees with the most cost-conscious, quality, open access to physicians and other providers of choice that is economically feasible,

Whereas, the District has received a projected cost increase for health insurance for 2004-05 of over 17% and has costed that amount against the second year of the teacher contract,

Whereas, the District has hired a new insurance consultant to advise and assist the MPS Benefits Department in bidding, reviewing, selecting, and monitoring the contracts with all insurance providers,

Now, therefore be it resolved, that the Minneapolis Federation of Teachers and the Minneapolis Public Schools agree to the following:

1 - Teachers who are currently paying for District family coverage will receive a disbursement from the Medica rebate,

2 – In the event the 2004 rebid of health insurance results in a low cost plan, the language regarding the reimbursement to teachers who choose the low cost plan shall be reinstated to contribute \$500 to the teacher's Flexible Spending Account as defined in Article X. Group Benefits, Subd. 2 and Subd. 4 of the 2001-03 contract.

3 – The Labor/Management Benefits Committee representing all employee bargaining groups in the Minneapolis Public Schools with the assistance of James Bissonett & Associates, Inc/The Stanton Group (hereafter referred to as The Stanton Group), the new consultant, will survey all employees regarding the current health insurance plan and desired changes;

4 – The Labor/Management Benefits Committee, with the assistance of The Stanton Group, will re-bid the health insurance contract for the 2004-05 school year. As part of the health insurance specifications, the Labor/Management Benefits Committee with the assistance of The Stanton Group will evaluate the options of an Rx "carve out" through the Labor Management Health Care Coalition, an independent Rx carve-out, as well as Rx benefits through the managed care organization/insurance carrier;

5 – The Labor/Management Benefits Committee, with the assistance of The Stanton Group, will evaluate and consider a new information strategy developed by the Labor/Management Health Care Coalition of the Upper Midwest to assist employees in making informed decisions as to which health providers like hospitals, clinics, etc. have the best rate of success with various health conditions.

\$500 BENEFIT PAYMENT/WAIVED HEALTH INSURANCE

WHEREAS, there were teachers who did not enroll for medical coverage for the 2003-2004 medical plan years who did not receive a \$500 cash payment (minus taxes) or have the \$500 put into a Health Care Spending Account;

NOW THEREFORE, be it resolved, that the parties hereto, do hereby stipulate to this Memorandum of Agreement in accordance with the following terms:

THAT, teachers who were eligible for the \$500 cash payment (minus taxes) or \$500 deposit to the teacher's Health Care Spending Account in 2003-2004 and did not make an election to have the \$500 deposited into a Health Care Spending Account or to receive the \$500 cash payment (minus taxes) will be paid the \$500 cash payment (minus taxes);

THAT, beginning with the 2004-05 plan year, teachers who do not enroll for health insurance for that year need to make an election to receive the \$500 payment to their calendar year FSA. Teachers who do not enroll for health insurance for the plan year who do not elect the FSA payment will automatically receive a \$500 payment (minus taxes) in June.

BE IT FURTHER RESOLVED, that to the extent that this Contract Amendment is a deviation from the terms of the contract, it shall not form the basis for any precedent that may be cited for any grievance concerning any alleged violation of the contract.

SECTION III. APPLICABLE MINNESOTA STATUTES

124D.52 Adult Basic Education.

Subd. 1. Program requirements.

(a) 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.

(b) Notwithstanding any law to the contrary, a school board or the governing body of a consortium offering an adult basic education program may adopt a sliding fee schedule based on a family's income, but must waive the fee for participants who are under the age of 21 or unable to pay. The fees charged must be designed to enable individuals of all socioeconomic levels to participate in the program. A program may charge a security deposit to assure return of materials, supplies, and equipment.

(c) Each approved adult basic education program must develop a memorandum of understanding with the local workforce development centers located in the approved program's service delivery area. The memorandum of understanding must describe how the adult basic education program and the workforce development centers will cooperate and coordinate services to provide unduplicated, efficient, and effective services to clients.

(d) Adult basic education aid must be spent for adult basic education purposes as specified in sections 124D.518 to 124D.531.

Subd. 2. Program approval. (a) To receive aid under this section, a district, a consortium of districts, the Department of Corrections, 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;

(10) program expenditures that qualify for aid;

(11) program ability to provide data related to learner outcomes as required by law; and

(12) a copy of the memorandum of understanding described in subdivision 1 submitted to the commissioner.

(b) 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;

(7) submit accurate and timely performance and fiscal reports;

(8) submit accurate and timely reports related to program outcomes and learner follow-up information; and

(9) spend adult basic education aid on adult basic education purposes only, which are specified in sections 124D.518 to 124D.531.

(c) The commissioner shall require each district to provide notification by February 1, 2001, of its intent to apply for funds under this section as a single district or as part of an identified consortium of districts. A district receiving funds under this section must notify the commissioner by February 1 of its intent to change its application status for applications due the following June 1.

Subd. 3. Accounts; revenue; aid.

(a) Each district, group of districts, or private nonprofit organization providing adult basic education programs must establish and maintain a reserve account within the community service fund 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. State aid

must not equal more than 100 percent of the unreimbursed expenses of providing these programs, excluding in-kind costs.

(b) Notwithstanding section 123A.26 or any other law to the contrary, an adult basic education consortium providing an approved adult basic education program may be its own fiscal agent and is eligible to receive state-aid payments directly from the commissioner.

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.

Subd. 6. Cooperative English as a second language and adult basic education programs. (a) A school district, or adult basic education consortium that receives revenue under section 124D.531, may deliver English as a second language, citizenship, or other adult education programming in collaboration with community-based and nonprofit organizations located within its district or region, and with correctional institutions. The organization or correctional institution must have the demonstrated capacity to offer education programs for adults. Community-based or nonprofit organizations must meet the criteria in paragraph (b), or have prior experience. A community-based or nonprofit organization or

a correctional institution may be reimbursed for unreimbursed expenses as defined in section 124D.518, subdivision 5, for the administration of English as a second language or adult basic education programs, not to exceed eight percent of the total funds provided by a school district or adult basic education consortium.

The administrative reimbursement for a school district or adult basic education consortium that delivers services cooperatively with a community-based or nonprofit organization or correctional institution is limited to five percent of the program aid, not to exceed the unreimbursed expenses of administering programs delivered by community-based or nonprofit organizations or correctional institutions.

(b) A community-based organization or nonprofit organization that delivers education services under this section must demonstrate that it has met the following criteria:

(1) be legally established as a nonprofit organization;

(2) have an established system for fiscal accounting and reporting that is consistent with the department of children, families, and learning's adult basic education completion report and reporting requirements under section 124D.531;

(3) require all instructional staff to complete a training course in teaching adult learners; and

(4) develop a learning plan for each student that identifies defined educational and occupational goals with measures to evaluate progress.

Subd. 7. Performance tracking system. (a) By July 1, 2000, each approved adult basic education program must develop and implement a performance tracking system to provide information necessary to comply with federal law and serve as one means of assessing the effectiveness of adult basic education programs. The tracking system must be designed to collect data on the following core outcomes for learners who have completed participation in the adult basic education program:

(1) demonstrated improvements in literacy skill levels in reading, writing, speaking the English language, numeracy, problem solving, English language acquisition, and other literacy skills;

(2) placement in, retention in, or completion of postsecondary education, training, unsubsidized employment, or career advancement; and

(3) receipt of a secondary school diploma or its recognized equivalent.

(b) A district, group of districts, state agency, or private nonprofit organization providing an adult basic education program may meet this requirement by developing a tracking system based on either or both of the following methodologies:

(1) conducting a reliable follow-up survey; or

(2) submitting student information, including social security numbers for data matching.

Data related to obtaining employment must be collected in the first quarter following program completion or can be collected while the student is enrolled, if known. Data related to employment retention must be collected in the third quarter following program exit. Data related to any other specified outcome may be collected at any time during a program year.

(c) When a student in a program is requested to provide the student's social security number, the student must be notified in a written form easily understandable to the student that:

(1) providing the social security number is optional and no adverse action may be taken against the student if the student chooses not to provide the social security number;

(2) the request is made under section 124D.52, subdivision 7;

(3) if the student provides the social security number, it will be used to assess the effectiveness of the program by tracking the student's subsequent career; and

(4) the social security number will be shared with the Department of Education; Minnesota State Colleges and Universities; and the Department of Economic Security in order to accomplish the purposes of this section and will not be used for any other purpose or reported to any other governmental entities.

(d) Annually a district, group of districts, state agency, or private nonprofit organization providing programs under this section must forward the tracking data collected to the Department of Education. For the purposes of longitudinal studies on the employment status

of former students under this section, the Department of Education must forward the social security numbers to the Department of Economic Security to electronically match the social security numbers of former students with wage detail reports filed under section 268.044. The results of data matches must, for purposes of this section and consistent with the requirements of the United States Code, title 29, section 2871, of the Workforce Investment Act of 1998, be compiled in a longitudinal form

by the Department of Economic Security and released to the Department of Education in the form of summary data that does not identify the individual students. The Department of Education may release this summary data. State funding for adult basic education programs must not be based on the number or percentage of students who decline to provide their social security numbers or on whether the program is evaluated by means of a follow-up survey instead of data matching.

SECTION IV. SCHOOL BOARD POLICIES

Available Online At: <http://policy.mpls.k12.mn.us/>

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